

MIKE DUGGAN
MAYOR, CITY OF DETROIT

June 29, 2018

**REQUEST FOR QUALIFICATIONS/PROPOSALS
TO SELECT A DESIGN/BUILD CONTRACTOR
FOR THE
OFFICE EXPANSION
AT
DETROIT PUBLIC SAFETY HEADQUARTERS

FOR THE
CITY OF DETROIT DEPARTMENT OF INNOVATION & TECHNOLOGY

(DBA #41-0001)**

CONTRACT ADMINISTERED BY:

DETROIT BUILDING AUTHORITY
1301 Third Street, Suite 328
Detroit, MI 48226

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MAYOR, CITY OF DETROIT**

ADVERTISEMENT

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Written responses are requested from interested respondents ("Respondents") to this request for qualifications and proposals. The purpose of this request is to procure a design/build contractor for the design, renovations, and improvements to 1301 Third, Suite 426, Detroit, MI 48226, as more fully described in the Request for Qualification/Proposals (RFP/Q).

The DBA will receive the responses, as herein set forth, in the offices of the Detroit Building Authority, Attention: Donna Rice, 1301 Third Street, Suite 328, Detroit, Michigan 48226. Qualifications shall be endorsed "DoIT: DPSH Office Expansion Design/Build Services" and submitted not later than **1:00 P.M., Detroit time, on Monday, July 16, 2018**, and will subsequently be evaluated to select a candidate for a design/build construction services agreement. **A processing fee of twenty-five dollars (\$25.00), cashier's check or money order, payable to the Detroit Building Authority must be paid prior to the submission of qualifications.**

A mandatory pre-submittal meeting and site tour will take place at the Detroit Public Safety Headquarters, 1301 Third, Detroit, MI 48226, beginning at 1:30 P.M., Detroit time, on Tuesday, July 10, 2018.

The Respondent may only submit one response to this Request for Qualifications/Proposals. Participation in more than one submittal team will result in rejection of all responses by that Respondent.

Respondents submitting qualifications may be required to make an oral presentation(s) to designated City representatives. The issuing office, if required, will schedule such oral presentation(s). **The Respondent must pay any travel costs incurred for such presentations.**

The Respondent must agree to comply with the requirements of the City of Detroit's Ordinances and Human Rights Department.

No response to this Request for Qualifications/Proposals may be withdrawn for at least 120 days after the actual opening of the qualifications/proposals. The DBA reserves the right to waive any irregularity in any qualifications/proposals, and to reject any or all qualifications/proposals, should it be deemed in its best interest. If additional information is needed regarding this RFQ, please contact Donna Rice of the DBA at (313) 224-4599.

Tyrone Clifton, Director
Detroit Building Authority
1301 Third Street, Suite 328
Detroit, MI 48226

END OF ADVERTISEMENT

RFQ/P Issue Date: Friday, June 29, 2018
DBA RFQ/P Reference: DoIT-DPSH-01
Owner / Contracting Entity: City of Detroit Building Authority (DBA)
1301 Third Street, Suite 328
Detroit, Michigan 48226
Pre-Submittal Meeting Date: **Tuesday, July 10, 2018 at 1:30PM EDT**
Meeting Location: 1301 Third St. 3rd floor lobby, Detroit, MI 48226
Pre-Submittal Questions: No later than – Thursday, July 12, 2018, 1:30 PM EDT
*All questions must be in writing delivered by fax or email;
no questions by phone will be acknowledged*
Fax or Email Questions to: Fax : (313) 224-4998
Email : riced@detroitmi.gov
Submittal Deadline: **Monday, July 16, 2018; 1:00 P.M. EST**
Contact for this RFQ/P: Donna Rice
Email: riced@detroitmi.gov
Phone: (313) 224-4599
Deliver Sealed Submittals to: City of Detroit Building Authority, 1301 Third Street, Suite 328, Detroit,
Michigan 48226

The DBA Receptionist must receive sealed Statements of Qualifications and Proposals before the Proposal Deadline date and time.

Intent of this RFQ/P

The DBA is soliciting the submission of complete Statements of Qualifications and Proposals using the forms provided in the RFQ/P Documents (Section 6A & 6B) for the provision of comprehensive design/build construction services necessary and appropriate to the coordination and management of architectural services, pre-construction, furniture, fixtures, equipment, construction and post construction start-up / commissioning of the renovation and build out of the building located at 1301 Third, Suite 426 Detroit, MI 48226, (the "Project").

It is the intent of the DBA to:

1. Secure Statements of Qualifications and Proposals certifying the Proposing Entity's qualifications, experience, proven expert capability, capacity and commitment to provide and make available key personnel, and proposed competitive fees; and
2. Select and contract with the selected Proposing Entity (the Design/Build Vendor) for the provision of comprehensive professional design, construction, and contract administration services for the Project, in accordance with the requirements set forth in this RFQ/P.

The DBA has contracted with the Department of Innovation & Technology for the funding necessary for the design and renovation of the space identified in 1301 Third, Suite 426, Detroit, MI 48226. The Respondent will provide professional design and engineering, including plans and specifications necessary for the procurement, permitting, and construction of the Project. The Respondent will work closely with the Detroit Building Authority and the Department of Innovation & Technology during the project, conducting weekly team meetings, constructability reviews, and construction schedules.

The selected Respondent will be required to immediately commence the provision of design/build construction services necessary to evaluate and make detailed recommendations to the DBA for establishing overall project management and administrative procedures. The Respondent will, after review and comment by the DBA, prepare and implement the project and administrative procedures

until project completion, including final occupancy and issuance of Certificate of Occupancy from BSEED.

Submitting a Proposal

All Statements of Qualifications and Proposals are required to be prepared and submitted in strict compliance with Section 2 - INSTRUCTIONS FOR SUBMITTING A PROPOSAL of this RFQ/P.

The submission of Statements of Qualifications and Proposals is strictly voluntary on the part of the Proposers; the DBA accepts no responsibility to any Proposing Entity for any costs of preparing and submitting a Proposal to this RFQ/P.

Statements of Qualifications and Proposals must be received and time stamped by the Receptionist at the DBA's Detroit Public Safety Headquarters Offices no later than the Proposal Deadline indicated on Page 4.

The Proposing Entity is required to include a Proposal Bid Bond in the amount of 5% of the aggregate Proposal amount. Late submittals will not be accepted.

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SECTION 1 – DEFINITION OF TERMS USED IN THIS RFQ/P DOCUMENT

The following capitalized words or acronyms used in this RFQ/P shall have the following meaning:

City means the charter City of Detroit, Michigan

Owner or DBA means the Detroit Building Authority, a public body corporate.

Board of Directors or DBA Board shall mean the governing body of the DBA.

Owner's Representative refers to the designated representative appointed to coordinate design and construction services for the DBA.

DPW refers to the Department of Public Works.

DoIT means the City of Detroit, Department of Innovation and Technology.

GSD means the City of Detroit, General Services Department.

City BSEED means the City of Detroit Buildings, Safety Engineering and Environmental Department

Facility refers to the existing facility and proposed renovations, improvements, and build out of the building located at 1301 Third, Suite 426, Detroit, Michigan 48226.

DPSH means Detroit Public Safety Headquarters.

RFQ/P Documents means this Request for Statements of Qualifications and Proposal Documents comprised for the renovations, improvements, and improvements to 1301 Third, Suite 426, Detroit, MI 48226, RFQ/P DoIT-DPSH-01, and the documents incorporated herein by reference.

Addendum or Addenda refers to a written document duly issued by the DBA prior to the Proposal Deadline, which modifies or changes this RFQ/P.

Proposal refers to a submitted response to this RFQ/P using the Proposal Form describing and explaining the qualifications, capacity, experience, methods, and fees / costs of the Respondent's Services.

Statement of Qualifications Form refers to the form provided as Section 6A of this RFQ/P in its entirety.

Proposal Form refers to the form provided as Section 6B of this RFQ/P in its entirety.

Proposing Entity or Respondent shall mean a qualified firm, corporation, or joint venture legally constituted prior to submitting a Proposal to the DBA in response to and consistent with the requirements of this RFQ/P.

City of Detroit Departments refers to the Detroit Department of Public Works, , the Department of Innovation and Technology, and the Buildings, Safety Engineering and Environmental Department.

Agreement shall mean the executed contract between the selected Proposing Entity and the DBA

Services refers to the professionally rendered activities performed by the Respondent on behalf of the DBA relative to the Project as generally described in Section 4 Scope of Services

Work or Construction Work refers to all aspects of the design and construction process required to complete the installation of the materials, equipment, and systems comprising the Project, including labor, general conditions, supervision, and administration.

Key Personnel refers to the Respondent's management and administrative personnel assigned to provide services, subject to the approval of the DBA.

Professional AE Consultant refers to complete full architectural and engineering services to be provided by the Respondent for the Project.

Technology Consultant refers to complete full technology hardware and software engineering and coordination services to be provided by the Respondent for the Project and coordinated by the Department of Innovation & Technology.

Project means the full service professional design and engineering, including technology design, coordination, integration (hardware and software), furniture, fixtures, equipment and plans and specifications necessary for the procurement, permitting, and construction of the Southfield Yard Improvements located at 1301 Third, Suite 426, Detroit, MI 48226.

SECTION 2 – INSTRUCTIONS FOR SUBMITTING STATEMENTS OF QUALIFICATIONS AND PROPOSALS

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- 2.10 Request for Explanation if not submitting a Response to RFQ/P

2.1 Submittal Requirements

a) Deadline for Submittals: The deadline for the submission of Statements of Qualifications and Proposals shall be no later than the date and time listed on page 4 of this RFQ/P. No change in the Deadline date and time shall be made except by an Addendum issued by the DBA in accordance with the terms of this RFQ/P. Submittals received after the Deadline shall be considered unresponsive and not accepted. Each Proposing Entity is responsible to insure that its submitted Statement of Qualifications and Proposal is received by the DBA prior to the Submittal Deadline, regardless of delays resulting from postal handling or for any other reason. Responses will be accepted Monday through Friday during regular business hours, 9:00 a.m. to 4:30 p.m. Eastern Daylight Time, except on legal holidays and Furlough Days observed by the DBA.

b) Form of Submittals: Statements of Qualifications and Proposals shall be prepared and submitted using only the Forms provided in Sections 6A and 6B of this RFQ/P; the Forms must be fully completed. Each copy of the Statement of Qualifications and Proposal Forms with requested supporting information shall be bound simply and economically with tabs ordering the additional information. The bound submittal documents are to be 8-1/2" x 11" in size; supporting information may be included on 11" x 17" size pages that are folded into a 8-1/2" x 11" size.

c) Number of Submittal Copies: The Proposing Entity shall submit to the DBA five (5) signed original copies of the Statement of Qualifications and Proposal Forms, including all supporting documents, **and** one electronic copy in pdf version (CD or flash drive) of the entire Statement of Qualifications and Proposal Forms, including all supporting documents.

d) Signatures: The submitted Forms shall be signed **in ink** (no digital signatures) without modification by an authorized official of the Proposing Entity certifying the accuracy and correctness of the submittal. Any "lined out" corrections on the Proposal Form must be initialed and dated in ink by the person signing the submittal.

e) Proposal Delivery: Proposals must be submitted in the following two (2)-envelope format:

ENVELOPE NO. 1 QUALIFICATIONS: Five (5) copies containing the written qualifications as listed in the Evaluation Criteria in Section 7, along with the following requested forms in Sections 6A, 6C, and required Exhibits B through N.

ENVELOPE NO. 2 PROPOSAL: Five (5) copies of the Form of Proposal located in Section 6B.

Qualifications and Proposals shall be delivered in an opaque and sealed envelope or package addressed to the Detroit Building Authority, 1301 Third Street, Suite 328, Detroit, MI 48226, Attention: Donna Rice and shall be clearly marked on the outside "DPW: Southfield Yard, Design/Build Services", RFQ/P Reference Number DPW-SY-01, and the Proposing Entity's name and address.

f) Delivery Location: Statements of Qualifications and Proposals must be delivered to the delivery location on the Cover Page of this RFQ/P before the Submittal Deadline date and time. The DBA will issue a written receipt for the submittal containing the time of delivery. Statements of Qualifications and Proposals submitted by facsimile, email or any other electronic means will not be considered.

g) Proposal Bond: The Proposing Entity shall include in the submittal a "Proposal Bond" (using an AIA format) in the amount of five percent (5%) of the aggregate calculated Proposal amount and naming the Detroit Building Authority as the obligee. Proposers unable to obtain and submit the required Proposal Bond are advised not to submit a response to this RFQ/P; submittals without Proposal Bonds shall be considered non-responsive. The submission of a Proposal Bond shall be construed by the DBA as evidence and assurance of the Proposing Entity's ability to provide without delay a labor and materials payment bond ("Payment Bond") and a performance bond ("Performance Bond"), each using the specified AIA forms and in the amount of one hundred percent (100%) of the contract value.

2.2 Pre-Submittal Meeting and Site Tour

A Pre-Submittal Meeting will be held at the date, time and location indicated on the Cover Page. A Site Tour will be conducted at the end of the meeting. Attendance by an authorized representative for the Proposing Entity at the Pre-Submittal Meeting and Tour is mandatory and a prerequisite for submitting a valid Proposal. The Pre-Submittal sign in sheet shall be the point of reference for distributing all subsequent Addenda.

2.3 Conditions for Submitted Statements of Qualifications and Proposals

The submission of a Statement of Qualifications and Proposal shall serve to establish a conclusive presumption that the Proposing Entity understands and is thoroughly familiar with the specific requirements, local conditions, and type of services associated with this RFQ/P, that the Proposing Entity understands and agrees to abide by all of the stipulations, terms, conditions and requirements contained in the Construction Management Services Agreement and that the Proposing Entity acknowledges the following conditions:

- a) Submission of a signed Statement of Qualifications and Proposals delivered to the DBA shall represent a voluntary binding commitment offered to the DBA by the Proposing Entity. To be considered, the Statement of Qualifications and Proposal must be prepared and submitted in the specified number and form of copies and delivered in the manner and detail specified in this RFQ/P.
- b) The opening of a submittal by the DBA shall not be construed to indicate that the submittal is responsive.
- c) Submission of a Statement of Qualifications and Proposals is strictly voluntary on the part of the Proposing Entity. The DBA accepts no responsibility for and shall not reimburse any costs incurred by the Proposing Entity in the preparation and submission of the Statement of Qualifications and Proposals.
- d) Any and all documentation submitted with the Statement of Qualifications and Proposals will become the property of the DBA and is not subject to return by the DBA.
- e) The DBA will conduct interviews with one or more of the Proposing Entities deemed most qualified for further evaluation purposes. Such interviews will not modify the submitted Statement of Qualifications and Proposals.
- f) No more than one submittal from any Proposing Entity, including its subsidiaries, affiliated companies or franchises will be considered by the DBA. In the event multiple Statements of Qualifications

and Proposals are submitted in violation of this provision, the DBA will have the right to reject all such multiple submittals.

g) The submitted Statement of Qualifications and Proposals may not be withdrawn or modified and shall remain binding on the Proposing Entity for a period of not less than one hundred twenty (120) days after the opening of the Qualifications/Proposals.

h) The DBA reserves the right to cancel as well as reject any or all Statements of Qualifications and Proposals, or to accept or reject the same in part, and to waive any minor informality or irregularity in Statements of Qualifications or Proposals received, if it is determined that the best interest of the DBA and the City of Detroit will be served by doing so.

i) If this RFQ/P solicitation for any reason is cancelled or all Statements of Qualifications and Proposals are rejected by the DBA, a notice will be emailed to the address identified in the Proposal or on the Pre-Submittal Meeting sign-in sheet.

j) A Proposal will not be considered from any person, firm or corporation in the event the DBA becomes aware at any stage of the evaluation process that the Proposing Entity or any of the entities comprising the Proposing Entity

1. is in arrears or in default to the DBA or the City of Detroit on any contract, debt, or other obligation, and/or
2. is debarred by the DBA or by any of the City of Detroit Departments from consideration for a contract award, and/or
3. is unable to provide or secure current City of Detroit Human Rights Department and tax clearances, and/or
4. has committed a violation, which resulted in a termination by the DBA or the City of Detroit of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this RFQ/P.

k) All submitted Statements of Qualifications and Proposals received by the DBA are subject to public disclosure (Freedom of Information Act) in accordance with federal and state law.

2.4 Proposal Content

a) The Proposal shall include a fully completed Proposal Form and additional required information requested in Section 6B.

b) The Proposal Form and all required forms, additional information and documentation, as requested in this RFQ/P, shall be fully completed and signed **in ink** by an authorized official of the Proposing Entity. Exhibits B through N are a part of the RFQ/P Documents and are incorporated herein by this reference. The signed Proposal Form shall represent the binding commitment of the Proposing Entity to provide the Design/Build Services upon acceptance by the DBA.

2.5 Revisions to This RFQ/P

Clarifications, modifications, or amendments may be made solely through Addenda issued at the discretion of the DBA. All Addenda issued by the DBA will be emailed to the address indicated by the attending representatives on the Pre-Submittal Meeting sign in sheet. It is the responsibility of the Proposing Entity to assure that the correct email address is clearly and correctly written on the sign in sheet and to acknowledge all issued Addenda on the Proposal Form.

2.6 Exceptions to the Proposal Documents

The Proposing Entity shall, under section F of the Proposal Form, clearly identify any exceptions taken or included in the Proposal that deviate from the requirements in the RFQ/P Documents, including the Form of Agreement. Each exception must be clearly defined and referenced to the proper paragraph in

the RFQ/P Documents. If no exceptions are stated in section F, the DBA will presume and the Proposing Entity represents that the Proposal is in complete conformance with RFQ/P Documents.

The Proposing Entity shall be responsible for exceptions stated in section F of the Proposal. The Proposing Entity is not permitted to take exception to material terms/conditions in the Form of Agreement (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements).

The DBA reserves the right to agree or refuse to allow the Proposing Entity to withdraw any or all exceptions after the Submittal Deadline.

2.7 Proposing Voluntary Alternates

The DBA will consider, separate from the base Proposal, voluntary suggestions or alternates to the RFQ/P requirements that the Proposing Entity believes are in the best interests of the DBA and that enhance the quality and value of the Design/Build Services to be provided. The Proposing Entity shall clearly state and identify any Voluntary Alternates only in section G provided on the Proposal Form. The scope or cost impact of any Voluntary Alternates shall not be included, presumed or relied upon in the basic Proposal. The DBA accepts no responsibility or obligation to acknowledge, evaluate, or accept any Voluntary Alternates. The Proposing Entity shall acknowledge the DBA's right to use or incorporate into the scope any Voluntary Alternate or portion thereof without obligation to any Proposing Entity.

2.8 Information and Questions Regarding this RFQ/P

Each Statement of Qualifications and Proposals that is received and is compliant with the Submittal Requirements will be evaluated on its own merit and the completeness of the provided information. In preparing Proposals, each Proposing Entity is advised to rely solely on the contents of this RFQ/P and accompanying documents and any written clarifications or Addenda issued by the DBA.

If a Proposing Entity finds a discrepancy, error, or omission in the RFQ/P Documents, or requires any written clarification thereto, the Proposing Entity shall notify the DBA by email addressed to the DBA's RFQ/P Contact noted on the Cover Page of this RFQ/P. Should the DBA in its reasonable opinion determine that a response is necessary, a written clarification will be issued in the form of an Addendum to this RFQ/P.

All questions regarding this RFQ/P must be submitted before the Pre-Submittal Question Deadline in writing by email to the RFQ/P Contact indicated on the Cover Page of this RFQ/P. Contact with other DBA employees, officers or Board members, or any consultants or agents of the DBA regarding this RFQ/P is not permitted after the RFQ/P Issue Date stated on the Cover Page of this RFQ/P. All answers to questions regarding this RFQ/P, when deemed appropriate by the DBA, shall be issued in the form of an Addendum.

Respondents submitting proposals may be required to make oral presentations to designated City representatives. The issuing office, if required, will schedule such oral presentations. Respondents must pay any travel costs incurred for such presentations.

2.9 DBA's Procurement

It is the intention of the DBA that procurement be conducted in an open and responsible manner providing fair opportunity to all qualified contractors, material and equipment suppliers and vendors, to the extent that final procurement will be accomplished without sacrifice of quality, as determined in the sole discretion of the DBA to be in the best interest of the DBA and the City of Detroit, including compliance with the City of Detroit's Executive Orders 2016-1 and 2014-5.

2.10 Request for Explanation if not Submitting a Response to RFQ/P

Proposing Entities, without obligation, who obtain this RFQ/P and decide not to submit a Proposal are requested to provide in advance of the Proposal Deadline a written statement addressed to the DBA Contact identifying the reason(s) for not responding.

SECTION 3 – BACKGROUND INFORMATION & PROJECT OVERVIEW

BACKGROUND FOR THIS PROJECT:

In an effort to deliver more efficiency and to provide improvement in safety and security of technology for the City of Detroit, The City of Detroit Department of Innovation and Technology (DoIT) needs to expand its operations and staff.

The DoIT space within the Detroit Public Safety Headquarters (DPSH) currently accommodates approximately sixty employees and needs to be increased to accommodate at least ninety employees. The project will require new configurations of the floor plan to include; management offices, supervisor work stations, conference room, storage room, copy room, and teaming areas.

A design/build budget of \$750,000 has been established for the project.

It is the intent of the DBA to contract with an experienced Design/Build Team to work with the DoIT and the DBA to complete the project by May 31, 2019. The proposed Design/Build Team must work within the stated budget, re-assess the existing work, and get the necessary permit inspections from BSEED.

SECTION 4 – SCOPE OF SERVICES

SCOPE OF SERVICES: The Respondent will be responsible for providing professional and comprehensive Design/Build Construction Services necessary and incidental for the renovation/build out of the proposed Citizen Tax Help Center, including administering and supervising the completion, start-up and commissioning of the Work, including coordination at all times with the DBA. Services to be provided shall include, as appropriate without being limited to, the following:

Pre-Construction Services

The Respondent (Design/Build Team) will coordinate and oversee analysis, consultation, advice, and reasonable recommendations relating to the design, planning and administration of the Project, including but not limited to, the following:

- h) Establish architectural/engineering requirements;
 - a) Visual Site Inspection (assessment)
 - b) Limited Programming
 - c) Schematic Design
 - d) Design Development
- ii) Complete Design Reviews. The reviews shall include, but are not limited to:
 - (1) Input on Design – review recommendations during the design process. This effort will identify opportunities for cost, schedule, or operation/maintenance savings that can be achieved without adversely impacting the safe operation, design intent or functional quality of the structure.
 - (2) Constructability Reviews – are intended to address the ability to successfully construct the design as intended. Review means and methods intended to reduce cost, improve schedule, and worker safety.
 - (3) Phasing and Logistics – will be an integral part of construction. Develop a coordinated phasing, sequencing and staging plan.
- iii) Schedule Development – The Respondent will be required to develop a detailed coordinated schedule using an established format acceptable and accessible for use by the DBA. The schedule will identify detailed work activities in relationship to the City Departments and users. The Respondent will be required to obtain DBA approval of the schedule and for deviations from the approved schedule, including development and implementation of schedule recovery strategies when required.
- iv) The Respondent will be required to obtain DBA written approval for the budgets. After approval of the initial budgets, monitor project development and execution to ensure conformance with the budgets. For deviations from the approved budget, develop rectification strategies and implement their execution.
- v) Bidding: Using bidding documents developed by the Respondent, bid the work. Receive and evaluate bids and make contract recommendations to the DBA. Prepare construction contracts.

Construction Phase Services and Post-Construction Phase Services:

The Respondent (Design/Build Team) shall provide the following Services for the Project:

- i) Prepare and execute construction contracts upon receipt of the DBA's written approval
- ii) Coordinate the Work with the DBA, and DPW.
- iii) Coordinate all access, unloading, storage, temporary facilities/equipment and trash removal for the Project with the DBA and DPW.
- iv) Review of payment requests, including coordinating with the DBA acceptance of materials, review of completed work, organization of any required testing, coordination with authorities having jurisdiction, and receipt of final record documentation.
- v) Permits – Coordinate with those entities having jurisdiction over the Project to ensure that all necessary permits are obtained in a timely fashion, in support of the schedule.

- vi) Coordinate with the DBA and the facility manager at CAYMC the site management, including the allocation of storage areas, jobsite trailers, site access, site maintenance, jobsite safety and security, waste removal, etc.
- vii) Monthly Reporting – The Respondent will provide the DBA with monthly progress reports during construction, including when requested, presentations to the DBA Board
- viii) Start up and Commissioning of System - The Respondent shall be responsible for coordinating and overseeing with the DBA and DPW the start up and commissioning appropriate and incidental to the Project

I. Property Condition Assessment (PCA) - IF APPLICABLE

- i. Visual Site Inspection/Observation, including site photographs. Photographic records are necessary for the completion of the PCA Report. Authorization to use cameras on the subject property and to access all necessary areas of the property will be required prior to the site inspection.
- ii. Identify existing conditions of facility, including an itemized list of observed deficient building conditions. Provide detailed itemized engineering estimate of probable cost to repair or replace deficient items. Provide preliminary evaluation of all building systems (i.e. mechanical, electrical, plumbing, fire systems, roof systems, etc.) to determine applicability for DPD's intended use and remaining service life. Using current energy information, project energy usage of building based upon DPD's operation.
- iii. Coordinate meetings with various jurisdictional agencies and individuals, including any necessary municipal, county and state agencies to identify potential issues or conflicts prior to the start of the acquisition or disposition process. (As always, confidentiality concerns dictate how much information can be discussed with local agencies).
- iv. Provide Municipal Records Research (if required), including but not limited to Zoning Ordinance and Master Plan/Land Use Review, Utility and Survey Research, and Public Tax Information Review.
- v. Preparation of a final report and recommendations (3 copies, plus a CD). The final report will include a review of existing site conditions, visibility and access, and, if available, a history of the property.
- vi. Any governmental citations issued against the subject property and/or buildings due to code or other violations are to be identified. Also to be identified are planning, setback and parking requirements, utility availability and contacts, and other use requirements.
- vii. The report shall also include photographs, location maps, aerial photos, and related site/utility plans, subject to availability.

- B. The City requires that the selected Firm(s) comply with all applicable federal, state, and local laws, rules, regulations, protocols, requirements, ordinances, and orders.

II. Programming

- C. Conduct interviews with the identified site and facility user groups if needed.
- D. A design program will be presented to the DBA and Office of Treasury for review. Revisions may be required prior to finalization of the program document. Deliverables:
- i. List program goals and objectives. Design and provide programmed spaces and sizes, conceptual design sketches, questionnaires, and supplemental design criteria.

- E. Furniture, Fixture, & Equipment – Include the coordination of furniture layout, coordinated with structured cabling for data and VoIP telephones.

III. Schematic Design

- A. The architectural firm will prepare for the Detroit Building Authority schematic design documents consisting of drawings and written descriptions more precisely establishing the scope and character of the proposed design and renovation program services and materials.

IV. Design Development

- A. After the approval of the schematic design by the Detroit Building Authority, Design Development will be completed, including any required revisions to the schematic design, scope and budget.
- B. The architectural firm will provide its written "Design Intent" to the Detroit Building Authority and the Department of Public Works.

V. Construction Documents

- A. The architectural firms will prepare final contract documents consisting of 24" x 36" stamped, drawings and specifications describing in detail the complete requirements for the construction of the project. The firm will also prepare additional computerized drawings compatible with the computer system identified by the City of Detroit.

VI. Construction Administration

- A. Processing of Shop Drawings and Submittals – Limited to (2) submittals per trade by industry standard and response to all requests for information (RFI's). RFI responses to occur in seven (7) days.
- B. Observation Services/Site Visits – Four (4) meetings and (4) site visits per month for a total of (8) meetings/site visits per month, or as otherwise agreed in writing by the Detroit Building Authority.
- C. Project Closeout – Includes detailed inspection and punch list; determination of amounts to be withheld from contractor payment prior to final completion; issuance of Certificate of Substantial Completion; and approval of final payment.
- D. As Built Drawings – Coordination of all final sub-contractors as built drawings into the final construction drawings for submittal to the Detroit Building Authority.

VII. Drawing

- Recommending and preparing detailed Project management and administration procedures
- Assisting the DBA with Project scope development & use / benefit (ROI) assessment of conceptual design features and systems
- Coordinating with the DBA, OT, and DoIT the design and construction of the project

- Conducting and coordinating reviews with the DBA and governing entities having jurisdiction (codes and permitting) during the Projects' scope development, design development and construction
- Providing compatibility and constructability assessments with consideration for operations and potential for future improvements / expansion including close coordination with the DBA, OT, and the DoIT.
- Preparing consolidated monthly updated schedules, budgets, progress status reports and cash flow projections during pre-construction and construction through close-out.
- Preparing and assembling procurement documents (Bid Packages) for publication and advertisement and soliciting of competitive Bids for the construction of the Project in strict compliance with the DBA's approved procurement procedures
- Publicly opening with the DBA representatives attending all received bid openings; evaluating and proposing cost reduction alternatives where the Project budget is exceeded
- Preparing and negotiating with the DBA a reasonable Guaranteed Not-to-Exceed Amount for the Project with an Owner's controlled contingency not to exceed 10% and including providing 100% performance and 100% payment bonds for each approved Project
- Providing a 100% performance and 100% payment bond for the full amount of the Design/Build Construction Services fee, general conditions and cost of construction for the Project. The DBA will not reimburse subcontractor bonding if required by the Respondent; the Respondent shall include the cost of subcontractor bonding in the fee percentage
- Executing, administering and providing direct supervision for all DBA approved contracts for the construction and commissioning of the Project
- Arranging for, contracting and supervising independent quality control inspection services
- Preparing accurate cash flow projections, processing invoices for construction contracts, and assembling monthly invoices in cooperation with the DBA's Project Accountant
- Obtaining, organizing and providing the DBA with all contractor insurance, waivers, sworn statements, warranties, operating / start-up manuals, and contractor furnished as-built drawings and cut sheets
- Completing all punchlist items and securing a final Certificate of Occupancy from the City BSEED prior to final payment

The Respondent will report to and receive direction from the DBA Owner's Representative or other person designated by the DBA.

The Design/Build Construction Services will incorporate the General Terms and Conditions and Form of Agreement issued with this RFQ/P.

A summary of the anticipated scope of services includes, without being limited to:

Post Construction:

- (1) Supervise completion of all punch lists:
 - (a) Coordinate final sign off with the DBA and the DoIT.
- (2) Coordinate the completeness and delivery of marked up "as-built" plans for incorporation into record drawings that meet the DBA's requirements;
- (3) Obtain, review for completeness and deliver operations and maintenance manuals and warranties to the DBA and the DoIT.
- (4) Arrange and coordinate the training of the facility with the DBA, and DoIT as required.
- (5) Receive and review warranties of the systems;
- (6) Ensure closure of all permits;

- (7) Address post construction insurance requirements;
- (8) Resolve all claims;
- (9) All other requirements of the General Terms and Conditions.
- ix) Security – The Respondent will coordinate job site security from construction until acceptance of Certificate of Occupancy from the DBA.

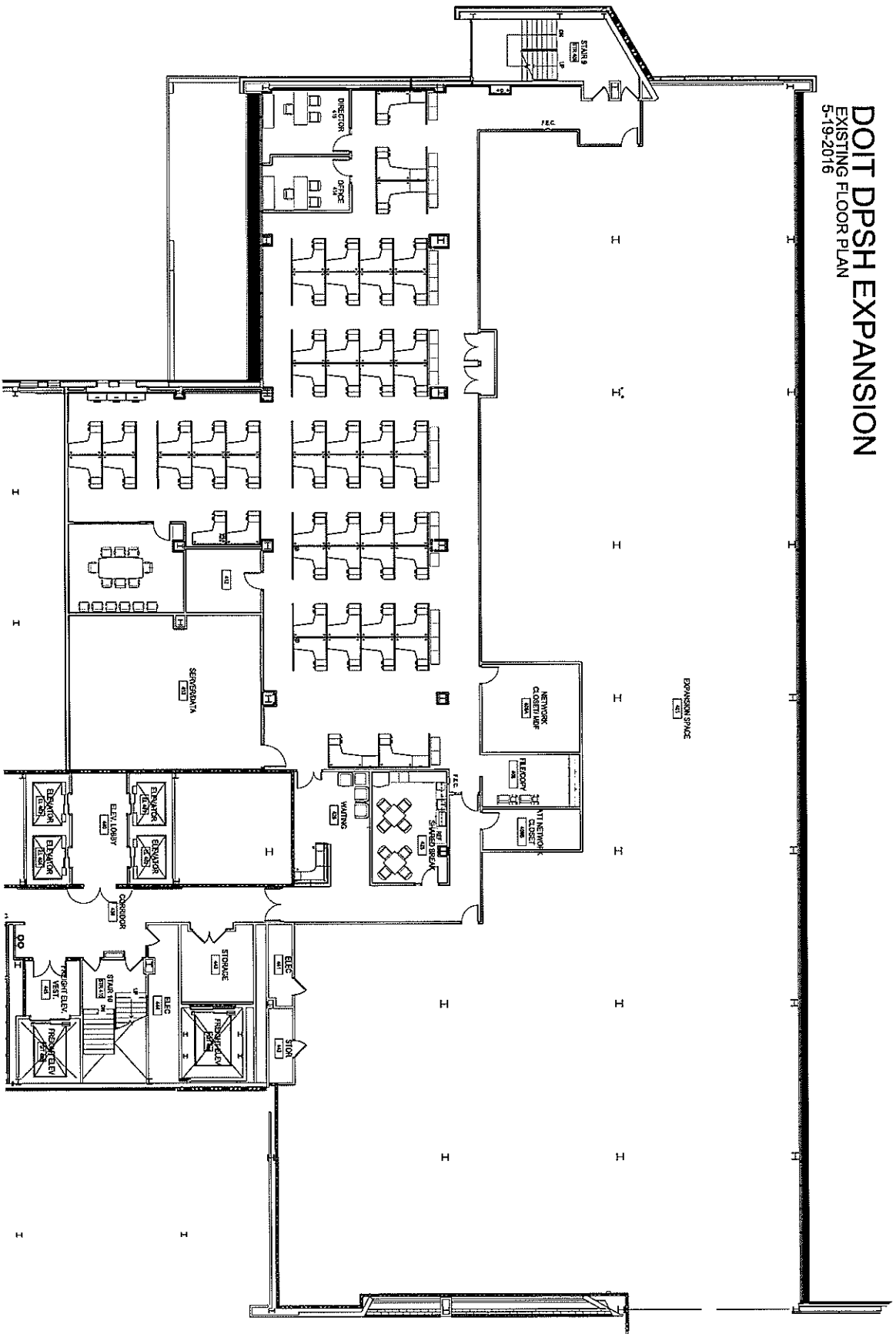
The Project consists but is not limited to the following major items of work:

Reconfiguration of exiting floor plan consisting of new walls, floor cores, mechanical, electrical, IT, Audio Visual, fire protection, building finishes, and millwork.

Drawings & Specifications (For Review and Information Only)

Two 8 ½" X 11" drawings included for reference.

DOIT DPSH EXPANSION
EXISTING FLOOR PLAN
5-19-2016



[illegible]

NEW MOBILE WHITE BOARD WALLS STAY ON OR EQUAL TO AN EQUAL MOBILE WHITE BOARD

SECTION 5 – SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

- 1) **CONTRACT TERM:** The contract term commences upon issuance of the DBA's Notice to Proceed and will last until completion and commissioning of the Project is complete and a Final Certificate of Occupancy is issued by the City's BSEED.
- 2) **E-Builder:** The Design/Build Contractor will be required to use the DBA's cloud based, construction management software system e-Builder (www.ebuilder.net). E-Builder will be used for all correspondences, submittals, budgets, RFI's, pay application, monthly reporting, etc.
- 3) **PAYMENT:** The Design/Build Contractor shall submit consolidated monthly invoices for payment, itemizing separately the charges associated with the Project and each construction contract, using a Schedule of Values acceptable to the DBA. The DBA will pay the Design/Build Contractor for DBA authorized work based upon submission of a correct and complete invoice in accordance with the Form of Agreement and General Terms and Conditions. It is the intent of the DBA to pay correct and complete invoices within 45 days.
- 3) **INSURANCE SUBMISSION REQUIREMENTS:** Proof of insurance as stated in the insurance requirements listed in the Form of Agreement and General Terms and Conditions of this RFQ/P will be required within five (5) days of request.
- 6) **KEY PERSONNEL:** The Proposing Entity upon award of a Design Build Construction Services Agreement by the DBA shall assign the Key Personnel identified in the Statement of Qualifications, if deemed acceptable to and approved by the DBA.

The Proposing Entity shall agree that, once assigned to the Project, Key Personnel shall not be removed or replaced without prior written concurrence from the DBA.

If a Key Person is not available to perform the Design Build Services appropriate for the assigned position for a continuous period exceeding fifteen (15) calendar days, or is, for reasons beyond the Proposing Entity's control, unable to devote a full effort or performance appropriate to the position, the Proposing Entity shall immediately notify the DBA, and shall, subject to the concurrence of the DBA, replace such personnel with personnel of equal or superior credentials, experience, ability and qualifications.

7) **EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION PRACTICES**

The Proposing Entity shall comply to the fullest extent permitted or required by law with the following:

- a) Compliance with Fair Employment Laws. The Proposing Entity agrees that, in connection with the Project, it shall comply with the United States Constitution and all federal, state, and local laws, rules, and regulations governing fair employment practices and equal employment opportunity. The Proposing Entity shall promptly furnish any information requested by the City of Detroit or its Human Rights Department with respect to this subsection a.
- b) Human Rights. The Proposing Entity shall comply with the rules and procedures applicable to the Proposing Entity adopted by the Human Rights Department of the City of Detroit pursuant to the 1997 City of Detroit Charter and the Detroit City Code.
- c) Ordinance No. 20-93. The Proposing Entity voluntarily agrees that it shall use its best efforts in the performance of the Work, and shall require all subcontractors hired to perform portions of the Work to use their best efforts to comply with goals equal to those set forth in City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects", as amended.
- d) Notice to Subcontractors. The Proposing Entity shall notify any subcontractor of its obligations under this Section 13 when soliciting subcontractors and shall include all applicable provisions of this Section 13 in any subcontract related to the Work. The Proposing Entity shall take such

action with respect to any subcontract as the City may reasonably direct as a means of enforcing such provisions, including sanctions for non-compliance, but shall not otherwise be liable for non-compliance by a contracting party.

- e. Executive Orders 2016-1 and 2014-5. The Proposing Entity shall comply with the goals established by the City of Detroit's Executive Orders 2016-1 and 2014-5, which sets goals for the utilization of Detroit-based businesses and small businesses. The Proposing Entity shall contractually require and enforce compliance by all its lower-tier subcontractors to fulfill the requirements of this Section.
- f. DBE, SBE, PARTICIPATION. The Proposing Entity shall, through self-performance or through subcontractor utilization, make every effort ("good faith effort") to utilize Detroit Business Enterprises (DBE) and Small Business Enterprises (SBE) in the performance of the Work consistent with the goals of the City of Detroit's Executive Order s 2016-1 and 2014-5. A willful or negligent breach of the terms and conditions of these will be regarded as a material breach of the Agreement.

SECTION 6A – STATEMENT OF QUALIFICATIONS FORM
(ENVELOPE NO. 1 QUALIFICATIONS)

The Proposing Entity voluntarily submits the following information to confirm and verify the Proposing Entity's qualifications, experience, capacity and ability to provide the full and comprehensive Design/Build Services contemplated and identified in this RFQ/P relative the construction and turnover of the completed Project.

The Proposing Entity is invited to attach to this form additional relevant (non-sales) evidence of qualifications, experience, capacity, or ability to provide the Design/Build Services, including references the Proposing Entity deems appropriate. The DBA requests that such additional information be reasonable in quantity and presentation.

- a) **Provide information for at least THREE and not more than five projects completed within the last 5 years over \$1M, which included the provision of Design/Build Services involving the coordination of multiple consultants and contractors. Select projects where multiple team members worked together, if possible, that demonstrates the team's capability to perform work similar to that required for this contract. The Project Description for each project should describe the relevance to this Project including special features, such as: customer service centers.**

A-1) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

A-2) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____

LEED Certification _____ Level of Certification _____

A-3) Project Name _____

Location _____

Project Owner _____

Owner Contact: _____ phone _____ email _____

Architect of Record _____

Project Description _____

Gross Project Area (sf) _____

Construction Cost / Contract Value \$ _____

Date of Construction Substantial Completion _____

LEED Certification _____ Level of Certification _____

- b) The Proposing Entity proposes and commits to assign the following individuals to the Key Personnel Positions indicated below for the duration of this Project'** (Provide hourly billing rates for each position which include all wages, fringe benefits, bonuses, taxes and insurance, administrative costs, vehicle allowances, corporate overheads and professional fees). Provide a matrix that graphically depicts which Key Personnel worked on the projects listed in section a. The matrix must include the name and role that the person performed on the identified project.

Project Executive (compensation is included in professional fee) _____

Project Manager _____

Project Architect/Engineer _____

Project Estimator / Procurement _____

Project Superintendent _____

Assistant Project Superintendent _____

Project Accountant _____

Document Control _____

Compensation for all positions above the Project Manager shall be included in the professional fee.

- c) Provide the following Information:**

Corporate Organization Chart (attach)

Surety / Bonding Company _____

Current Experience Modification Rating: _____

Scheduling Program Formats _____

Project Cost Tracking System _____

Sample of the following proposed document to be used by the Design/Build Contractor in Bid Packaging

- Proposed Subcontract Agreement
- Proposed General Terms & Conditions
- Proposed Start-up and Close-out Procedures
- RFI and Submittal tracking procedures
- Project Website (Optional)
- Safety Record – DART and Lost time incident rate

SECTION 6B – PROPOSAL FORM
(ENVELOPE NO. 2 PROPOSAL)

MIKE DUGGAN
MAYOR, CITY OF DETROIT

PROPOSAL FORM

REQUEST FOR QUALIFICATIONS/PROPOSALS
TO SELECT A DESIGN/BUILD CONTRACTOR
FOR THE
OFFICE EXPANSION
AT
DETROIT PUBLIC SAFETY HEADQUARTERS
FOR THE
CITY OF DETROIT
DEPARTMENT OF INNOVATION & TECHNOLOGY
(DBA #41-0001)

DoIT – DPSH-001

NAME OF PROPOSING ENTITY: _____

PROPOSING ENTITY ADDRESS: _____

DUNN & BRADSTREET NUMBER (DUNS #): _____

CONTACT NAME: _____

TELEPHONE: _____

FAX: _____ E-MAIL ADDRESS: _____

DATE: _____

This Proposal is hereby submitted to the DETROIT BUILDING AUTHORITY (herein referred to as "the DBA") located within the Detroit Public Safety Headquarters facility, at 1301 Third Street, Suite 328, Detroit, MI 48226.

A. PROPOSAL

The Undersigned, on behalf of the Proposing Entity, certifies to the DBA that the Proposing Entity having examined the documents comprising the DBA's Request for Qualifications/Proposals and having sufficiently inspected the existing Facility hereby tenders to the DBA this Proposal to furnish professional and expert Design/Build Construction Services as set forth and contemplated in the RFQ/P Documents.

B. EXECUTION OF THE AGREEMENT, COMMENCEMENT OF SERVICES

The Undersigned on behalf of the Proposing Entity,

1. Certifies that, by the act of submitting this Proposal, the Proposing Entity is prepared and agrees to execute, without modification, the Design/Build Construction Services Agreement (the Agreement) substantially in the form and content included as Section 8, incorporating the portions of this Proposal deemed appropriate to the DBA.
2. Agrees, pending the DBA's preparation of the Agreement, to start immediately upon receipt of a written Letter of Intent to Award / Notice to Proceed from the DBA, to mobilize and initiate the provision of the Services without delay and to diligently pursue the performance of the Design/Build Construction Services and completion of the Project according to the reasonable schedule requirements of the DBA.

C. INSURANCE & PERFORMANCE / PAYMENT

The Undersigned, on behalf of the Proposing Entity, agrees to provide prior to the execution of an Agreement or upon receipt of Letter of Intent to Award / Notice to Proceed from the DBA, satisfactory proof of insurance required in types and coverage and minimum limits specified in the RFQ/P Documents and proof of ability to secure 100 % performance & payment bonds.

D. ADDENDA

The Undersigned on behalf of the Proposing Entity acknowledges receipt of the following addenda that specify revisions to and are incorporated into the RFQ/P Documents:

Addendum No.____, dated _____ Addendum No. __ dated _____
Addendum No.____, dated _____ Addendum No. __ dated _____

E. PROPOSED DESIGN/BUILD CONSTRUCTION SERVICES AND PRICING

The Undersigned, on behalf of the Proposing Entity, proposes the following Design/Build Fees, Construction, FFE, and Reimbursable Costs based on the total Project Budget of **\$800,000.00**.

1. Proposed Design/Build Fee inclusive of all corporate overheads and profits, subcontractor bonds if required, compensation for services above the Project Manager position.

_____ % of the Total Construction Project Costs

Alternate Proposed for Design/Build Fee – Fixed Lump Sum \$ _____

Property Condition Assessment –Fixed Lump Sum \$ _____

2. Proposed Reimbursable Design/Build General Conditions inclusive of all costs related to project staff wages, fringe benefits, taxes & insurance, bonuses, vehicle allowances, Project utilities, Project security, Project offices, office equipment, offices supplies, computers, printers, phones, faxes, and other reimbursable costs required to provide the specified Design/Build Construction Services for the Project, including building permit fees, and start-up commissioning.

\$ _____ Guaranteed not-to-exceed reimbursable GC costs

3. Proposed 100% Performance and 100% Payment Bonds based on total construction budget of \$800,000.00.

\$ _____ Guaranteed not-to-exceed

F. EXCEPTIONS TO THE RFQ/P DOCUMENTS

The Proposing Entity takes exception to the following requirements of the RFQ/P Documents (refer to section of the RFQ/P for conditions regarding exceptions stated below):

G. VOLUNTARY ALTERNATES

The Proposing Entity offers for the DBA's consideration the following Voluntary Alternates. The Proposing Entity acknowledges that the DBA is under no obligation to review, evaluate or accept any Voluntary Alternate, and that the Proposing Entity has not, in any way, relied on or presumed the DBA's acceptance of these Voluntary Alternates in the preparation of this Proposal. The Proposing Entity acknowledges that the offered Voluntary Alternates have no exclusivity or copyright that prohibits the DBA from using any portion or version relative to the solicitation and procurement of Design/Build Construction Services.

No Proposal shall be considered valid which has not been manually signed in ink in the appropriate space below:

This Proposal is hereby tendered to the Detroit Building Authority on behalf of the Proposing Entity on the _____ day of _____, 2018.

The Undersigned, under penalty of perjury, certifies that:

1. I have the legal authorization to bind the Proposing Entity.
2. I have submitted the Qualifications and Proposal of the Proposing Entity in full compliance with this RFQ/P, and I have executed on behalf of the Proposing Entity on the Proposing Entity's letterhead, the following affidavit.

PROFESSIONAL RATES

Professional rates must be submitted attached to the Proposal Sheet. Any additional services requested by the Detroit Building Authority from the architectural/engineering firm will be negotiated between the Detroit Building Authority and the architectural/engineering firm.

CLEARANCES

Firms are required to have the following clearances from the City of Detroit Human Rights Department:

- Property Tax Clearance (See Attached Form Exhibit D)
- Income Tax Clearance (See Attached Form Exhibit E)
- Covenant of Equal Opportunity (See Attached Form Exhibit F)

Information regarding clearances and executive order requirements are available through:
City of Detroit Human Rights Department
Coleman A. Young Municipal Center
2 Woodward Avenue
Detroit, MI 48226
(313) 224-4950

CONTRACT

The selected design/build team agrees to enter into a contract with the Detroit Building Authority substantially in the form attached hereto as Exhibit O.

EXHIBITS

Exhibits A, B, C, D, E, F, G, H, I, J, K, L, M, N, and O are a part of this Request for Proposals and are incorporated herein by this reference.

DESCRIPTION

The Detroit Building Authority proposes to select a design/build team for the consolidation and renovation improvements to space located at 12255 Southfield Rd. Detroit, Michigan 48228, as more fully described in this Request for Qualification/Proposals (RFQ/P).

SCHEDULE

Mandatory Pre-Submittal Conference (jobsite):	Tuesday, July 10, 2018 at 1:30 PM
Questions Due:	Thursday, July 12, 2018 at 1:30 PM EDT
RFP Submittal Due:	Monday, July 16, 2018 at 1:00 PM EDT
Notice to Proceed (Tentative):	Thursday, July 19, 2018

REFERENCES

Below, please list five (5) recently completed projects with contact information:

Project	Contact name & Telephone Number
Project	Contact name & Telephone Number
Project	Contact name & Telephone Number
Project	Contact name & Telephone Number
Project	Contact name & Telephone Number

SECTION 6C – BUSINESS INFORMATION QUESTIONNAIRE
(ENVELOPE NO. 1 QUALIFICATIONS)

Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

LEGAL NAME OF PROPOSING ENTITY _____

PRINCIPAL OFFICE ADDRESS _____

PRIMARY CONTACT _____ PHONE NO _____ EMAIL _____

WEB SITE _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____

Date of Incorporation/Registration _____

Limited Partnership () General Partnership () Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS AND OWNERS

Name / Title

Name / Title

LIST OF CORPORATE DIRECTORS

Name

Principal Business Affiliation (Other Than Proposing Entity)

ADDITIONAL INFORMATION REQUIRED BY THE DBA

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name / Address

Name / Address

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Detroit Building Authority, or with any of its board members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Proposing Business)

By

(Signature)

Date

(Title)

SECTION 7 – EVALUATION CRITERIA (ENVELOPE NO. 1 QUALIFICATIONS)

EVALUATION:

Submitted Statements of Qualifications and Proposals received by the Deadline will be initially reviewed to confirm that the submittal complies with the requirements for minimum qualifications. Statements of Qualifications and Proposals in compliance with the minimum requirements will be evaluated by an Evaluation Committee comprised of, at a minimum, three DBA representatives, the DBA's Owner's Representative. . Statements of Qualifications and Proposals shall initially be reviewed for completeness.

All complete Statements of Qualifications and Proposals will be evaluated based on the best qualified value considered by the evaluators to be in the best interests of the DBA and the city of Detroit.

The Proposing Entity is advised that the Evaluation Committee will consider in its evaluation:

- The confirmed statement of qualifications
- Recent Design/Build Construction experience on similar size and scope projects
- The proposed professional fee
- Assessment of the completeness and cost of the proposed general conditions
- The reasonableness of the proposed contract agreement and general conditions

The DBA reserves the right to make such additional investigations and conduct interviews with any Proposing Entity as it deems necessary to and appropriate in selecting the most responsive and competitive Proposal and may require the submission of additional information.

The DBA also reserves the right to waive any irregularity in any Proposal, and to reject any or all Proposals, should it be deemed in its best interest.

EVALUATION CRITERIA

Qualifications shall be limited to five (5) copies; and the information included therein, should be as concise and directly to the point as possible. **A processing fee of twenty-five dollars (\$25.00), in the form of a cashier's check or money order payable to the Detroit Building Authority, must accompany submission of qualifications.** The presentation should be submitted corresponding to the following list of evaluation criteria:

1. Mandatory Form – Affidavit of Non-Collusion must be submitted. **(See Exhibit B).**
2. Mandatory Form – Resolution of Authority must be submitted. **(See Exhibit I).**
3. A description of any Affirmative Action Program of the Respondent and resolution of any sanction regarding such Affirmative Action Program. **(Mandatory statement to be submitted on company or individual letterhead).**
4. The Respondent shall identify any pending or threatened litigation and/or regulatory action that could have an adverse impact on the Respondent's ability to perform the requested services. **(Mandatory statement to be submitted on company or individual letterhead).**
5. Provide your firm's proposed project organization and team for both preconstruction and construction phases. Experience working as Design/Build Contractor.

-
- a. Describe the professional experience of Respondent, including any professional licensing information.
 - b. The use of consultant project managers is acceptable. The Respondent must identify how any consultant project manager will work with the Respondent. Identify roles and responsibilities.
 - c. The use of a joint venture is acceptable **(10) Points**
6. Respondent's capacity and resources to perform the work. Describe the composition of the Respondent's total staff, including clerical group, projected workload and availability of staff for projects. **(10) Points**
 7. Technical competence and relevant project experience of key company personnel expected to be assigned to the project, including resumes. The qualifications of the key members of Respondent, especially the day-to-day project manager, field superintendent, and project architect should be described in a complete and concise manner. **(20) Points**
 8. The qualifications of the construction management firm's experience with customer service center and managing similar adaptive re-use, renovation projects, presented in a complete and concise manner. **(15) Points**
 9. List experience working on projects other than for the City of Detroit and list the budget and scope of services performed. **(10) Points**

Maximum points for Phase One Criteria not to exceed sixty-five (65) points.

PHASE TWO CRITERIA – RESPONDENT

Additional points will be provided for Respondents that are registered with the City of Detroit Human Rights Department (313) 224-4950 for the following:

Detroit Headquartered Business	(15) Points
Detroit Based Business	(5) Points

NOTE: Maximum of (15) Points for this section.

PHASE THREE CRITERIA – RESPONDENTS AND CONSULTANT(S)

Additional points will be provided for Respondents and Consultants that are registered with the City of Detroit Human Rights Department (313) 224-4950 for the following:

Detroit Headquartered Business	(20) Points
Detroit Based Business	(10) Points

NOTE: Maximum of (20) Points for this section.

EVALUATION SELECTION

After evaluation of the qualifications submitted under this request, the DBA will open the Proposals of the Respondents who are deemed by the DBA to be most qualified, and all other Proposals will be returned unopened. The most qualified Respondents may be interviewed, in the sole discretion of the DBA. A contract will be awarded based upon qualifications and the submitted Proposals.

All Respondents submitting Qualifications and Proposals by the published deadline will be notified by mail of the individuals or companies placed on the short list.

If additional assistance is required, please contact Donna Rice of the Detroit Building Authority at (313) 224-4599.

SECTION 8 – COMPLETENESS CHECKLIST

**RESPONDENT SHALL INCLUDE THIS COMPLETED CHECKLIST IN THE RFP ALONG
WITH ALL DOCUMENTS IN THE ORDER INDICATED ON THIS CHECKSHEET**

MANDATORY COMPONENT TITLE	CHECK IF INCLUDED IN THIS RFP
Section 6A- Statement of Qualifications Form (Envelope No. 1)	
Section 6B- Proposal Form (Envelope No. 2)	
Section 6C- Business Information Questionnaire (Envelope No. 1)	
Exhibit A – Monthly Progress Report	
Exhibit B - Non-Collusion Affidavit (Envelope No. 1)	
Exhibit C - Equalization Eligibility Form (Envelope No. 1)	
Exhibit D - Purchasing Vendor Clearance Request (Envelope No. 1)	
Exhibit E - Request for Income Tax Clearance (Envelope No. 1)	
Exhibit F - Covenant of Equal Opportunity (Envelope No. 1)	
Exhibit G - Hiring Policy Compliance Affidavit (Envelope No. 1)	
Exhibit H - Slavery Era Records and Insurance Disclosure Affidavit (Envelope No. 1)	
Exhibit I - Resolution of Authority (Envelope No. 1)	
Exhibit J - Debarment Suspension Affidavit (Envelope No. 1)	
Exhibit K – Intentionally Omitted	
Exhibit L – Financial Statements Affidavit (Envelope No. 1)	
Exhibit M – Affidavit of Disclosure of Interests by Contractors and Vendors (Envelope No. 1)	
Exhibit N –Design/Build Construction Services Agreement Form	

EXHIBIT A
(ENVELOPE NO. 1 QUALIFICATIONS)
FORMAT FOR THE
MONTHLY PROGRESS REPORT
DETROIT BUILDING AUTHORITY CAPITAL PROJECTS

I. Executive Summary:

- A. A brief description of the Project.
- B. A written summary of the Progress to Date, including a listing of any known problems that may cause delay or additional cost to the Project and Project completion percentage.
- C. A written summary of the Project Budget indicating the authorized project funds, amounts encumbered,
- D. An updated Cash Flow projection.
- E. A written summary of the project schedule.

II. Project Status Report Attachments:

- A. Review of current status.
 - 1. Architecture and Engineering.
 - 2. Construction, including average daily on site construction personnel and status of work in progress broken, down by trades and project safety report.
 - 3. Identify issues, which may have an impact on the project schedule.
 - 4. Project meeting minutes.
- B. A Project Data Sheet with budget breakdown for the following categories (see Budget Sheet):
 - 1. The structure (general, mechanical, electrical) with a separate line item for telecommunications.
 - 2. Services from five feet outside of structures (sewers, water supply, gas, electrical service, etc.).
 - 3. Site improvements (roads, walks, grading, etc.).
 - 4. Furnishings (furniture, movable equipment, etc. not considered part of the structure nor requiring fixed mechanical and/or electrical services).
 - 5. Professional fees, surveys, site investigations, fees for project management consultants, etc.
 - 6. Project contingencies.
 - 7. Total project cost (cannot exceed authorized amount).
- C. Each of the above categories is to be broken down further to reflect the following:

Approved Budget (dated)	Current Contract Amount
Bids	Payments to Date
Initial Contract Amount	Balance to be paid
Change Orders	

Each of the trades, material suppliers, subcontractors, code review fees, telecommunications, etc. amounts are to be listed as line items and broken down.

- C. A Change Order Report listing the following:
 - 1. The Change Order Number
 - 2. Change Order Title
 - 3. Explanation

4. Amount

- E. A Request for Information (RFI) Log.
- F. An original approved, (submitted at the start of construction) and an updated Project Schedule indicating all activities for the project.

EXHIBIT B

(ENVELOPE NO. 1 QUALIFICATIONS)

NON-COLLUSION AFFIDAVIT OF PRIME VENDOR

**DETROIT BUILDING AUTHORITY – DoIT Office Expansion - DPSH 1301 Third, Ste. 426, Detroit, MI
State of**

Ss

County of

Being first duly sworn, deposes and says that:

1. She or he is

_____,
(owner, member, partner, officer, representative, or agent)

_____ of, the proposer that has submitted the
attached proposal.

2. She or he is fully informed respecting the preparation and contents of the attached Qualifications and Proposal and of all pertinent circumstances respecting such Proposal;
3. Such bid is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, members, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, or conspired, directly or indirectly, or sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DBA, the City of Detroit or any person interested in the proposed contract; and,
5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, members, partners or parties in interest, including this affiant.

(Signed)

(Title)

Subscribed and sworn to before me this _____ day of _____, 2018

My Commission Expires:

Name / Title

witnessed by _____

Authorized Agent of the Proposing Entity

witnessed by _____

EXHIBIT C
(ENVELOPE NO. 1 QUALIFICATIONS)

EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 31-99, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm. **NOTE: IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.**

Company Name _____ RFQ # DBA #41-0001/DoIT DPSH Expansion
Design/Build

A vendor qualifies for equalization credit as per section 18-5-2 of the purchasing ordinance as follows:

Vendor to check all categories which apply*

- ☐ **Detroit Based Business** (as certified by the City of Detroit Human Rights Department prior to bid due date. Proof of certification must be submitted with each and every bid response.)
- ☐ **Detroit Based Business with Headquarters in Detroit** (as certified by completion of the affidavit attached to bid documents and proof of certification as a Detroit Based Business prior to bid opening. The affidavit must be completed and certification returned with each and every bid for consideration)
- ☐ **Detroit Resident Business** (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each and every bid for consideration)
- ☐ **Detroit Based Small Business** (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification must be submitted with each and every bid for consideration.)
- ☐ **Detroit Based Micro Business Concern** (as certified by completion of the affidavit attached to bid and proof of certification as a Detroit Based Business. The affidavit and certification must be completed and returned each and every bid for consideration)
- ☐ **Joint Venture OR ☐ Mentor Venture** (You may only select one. One of the parties to the joint or mentor venture must be a certified Detroit Based Business prior to bid due date in order to receive equalization credit as a joint or mentor venture. Proof of certification by the City of Detroit Human Rights Department along with a copy of the Joint or Mentor Venture agreement between the parties involved is required.)

***The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division.**

TABLE I
Equalization Allowance for Detroit-based business and/or Detroit Resident Business

DOLLAR VALUE	DETROIT BASED	DETROIT RESIDENT
Up to \$10,000.00	5%	5%
\$10,000.01 to \$100,000.00	4%	4%
\$100,000.01 to \$500,000.00	3%	3%
\$500,000.01 and over	2%	2%
Detroit Based Business w/Headquarters in Detroit	3%	

TABLE II

****Equalization allowance for Detroit Based Small Business, Detroit Based Micro Business, Joint Venture, Mentor Venture:***

Category	Equalization Percentage
Detroit Based Small Business	1%
Detroit Based Micro Business Concern	2%
Joint Venture	2%
Mentor Venture	1%

EXHIBIT D
(ENVELOPE NO. 1 QUALIFICATIONS)

PURCHASING DIVISION
VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
2 Woodward Avenue, Suite 1012
Detroit, MI 48226
(313) 224-4087 (Telephone)
(313) 224-4238 (Fax)

Nature of Contract _____
Contract Amount _____

Business Type: () Corp () Partnership () Sole Proprietorship () Personal Services ()

Business Name _____
Complete Business Address _____

Tax ID/FID No. _____
City Personal Property I.D. # _____
Owner(s) Name _____

Owner(s) Home Address _____ () Lease () Own
Contact Person _____
Phone Number _____ Fax: _____

PLEASE DO NOT WRITE BELOW THIS LINE

<u>Real Property</u>	<u>Special Assessment</u>	<u>Personal Property</u>	<u>Other Receivable</u>
() Denied	() Denied	() Denied	() Denied
() Approved	() Approved	() Approved	() Approved

Comments: _____

Please mail, fax, or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature

Date

Expiration Date

EXHIBIT E
(ENVELOPE NO. 1 QUALIFICATIONS)



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Detroit Building Authority

E-MAIL ADDRESS: riced@detroitmi.gov

CONTACT NAME: _____ PHONE: _____ FAX: _____

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

A.	To: City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 512 Detroit, MI 48226 Phone: (313) 224-3328 or 224-3329 Fax: (313) 224-4588	For: Individual or Company Name _____ Address _____ _____ _____ City _____ State _____ Zip Code _____ Telephone _____ Fax # _____
----	---	--

B. Name of Chief Financial Officer/Authorized Contact Person
(include address if different from above)

Telephone # _____

Fax # _____

Employer Identification or Social Security
Number

Spouse Social Security Number

BID/CONTRACT AMOUNT (if known):

Nature of Contract: _____ Labor: \$ _____ Material: \$ _____

Contract # (if known) DBA #41-0001 DoIT DPSH Design/Build

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: ☐ Individual ☐ Corporation ☐ Partnership

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
3. Were you employed during the last seven (7) years? ☐ Yes ☐ No

4. Were you a resident of Detroit during the last seven (7) years?

☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4).

☐ Yes ☐ No

6. Will the company have employees working in Detroit?

☐ Yes ☐ No

7. Will the company use sub-contractors or independent contractors in Detroit?

☐ Yes ☐ No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☐ Yes ☐ No Signature _____ Date _____ Expires _____

☐ Yes ☐ No Signature _____ Date _____ Expires _____

☐ Yes ☐ No Signature _____ Date _____ Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple citywide departments that require a bid. **Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov**

Requirements For Income Tax Clearance

Background. The City of Detroit is authorized to levy an income tax under the Uniform City Income Tax Ordinance (No.900-F) set forth in Chapter 2 of Act 284 of the Public Acts of 1964, known as the "City Income Tax Act." No bid shall be accepted from or contract awarded to any person who is in arrears to the City..." see Detroit codes: Sec.18-5-13, Sec. 18-10-25 and General Conditions# 28.

What Is An Income Tax Clearance? An **approved** Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance. Contractors (individuals, businesses or Subcontractors) cannot be awarded a contract and are not authorized to perform services until they are in compliance with the City Income Tax Ordinance. **The "Request for Income Tax Clearance" form should be submitted 30 days prior to the submission for new bids or renewals of contract extensions.** **Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov**

Requirements For Individuals. Individuals must file returns and pay income taxes, and not have any unpaid assessments. Detroit residents must file form D-1040(R). If a taxpayer claims a non-resident status, proof will be required (copy of lease, mortgage closing statements, drivers license, voter's registration, etc.). If an individual seeking a tax clearance reside within the City, but claimed dependent status on another person's tax return, or received assistance, proof may be required.

Requirements For Businesses. Businesses must file Corporation D-1120 or Partnership D-1065 returns, regardless of net profit or loss. Non-profit organizations are required to file D-1120 tax return based on non-related income. All employers located in the City or "doing business within the City" must withhold City of Detroit income taxes from employees' compensation. Employers subject to withholding tax must file monthly or quarterly forms D-941/501, as well as, form DW-3 Annual Reconciliation with W2's. All assessments must be paid. New employers must request an Employer's Package and register with the City by completing and submitting an Employer's Withholding Registration form DSS-4. Contractors must supply a list of subcontractors with federal identification numbers or social security numbers. Contractors must also supply the federal identification numbers used for their leased employees.

Income Tax Clearance Denials. Income Tax Clearances are denied based on one or more of the following reasons: (1) Missing withholding payments, DW-3 Annual Reconciliation with W2's, (2) Unpaid assessments and (3) Missing tax returns and related data regarding taxpayers are confidential: therefore, reasons for denial are given only to the taxpayer or authorized representative with power of attorney. Taxpayers with denied clearances may visit our office to obtain information about their account or to drop off requested information.

Appointments are not necessary. For additional information contact the Clearance Section at (313) 224-3328. Our office is located in the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 512. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

EXHIBIT F
(ENVELOPE NO. 1 QUALIFICATIONS)
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of the _____, (hereinafter "Contractor"), do hereby enter into a Covenant of Equal Opportunity (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current ***Contract Specific*** Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No: DBA #41-0001 DoIT DPSH Design/Build

Printed Name of Contractor: _____
(Type or Print Legibly)

Contractor Address: _____, _____, _____
(City) (State) (Zip)

Contractor Phone/E-mail: _____ / _____
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

***** This document MUST be notarized *****

Signature of Notary: _____

Printed Name of Seal of Notary: _____

My Commission Expires: _____ / _____ / _____

For Office Use Only:

Cov. Rec'd: ____/____/____ in

Department Name: Detroit Building Authority

☐ Accepted by: _____

☐ Rejected by: _____

Please email or fax Covenant and EOC to Director of Human Rights Department 1026 CAYMC at
HumanRightsCL@detroitmi.gov or fax (313) 224-3434.

HIRING POLICY COMPLIANCE

DETROIT CITY CODE 18-5-81 ET SEQ.

Purpose

To ensure that City contractors afford an individual who is qualified for a position, but has a criminal conviction, the opportunity to apply and be considered as an employee.

Applicability

City contracts over \$25,000 whether for goods or services and whether or not subject to competitive bidding.

Exemptions

Criminal history background checks are permitted for (1) positions where there is a statutory duty to perform a pre-employment screening; (2) positions where goods or services are not provided to the City (18-5-82(b)(1)); and (3) purchase of goods and services from cooperatives.

- Practice point – Any claimed exemption should be verified through the Purchasing Division or the City Law Department.

Affidavit of Compliance

- Contractors must execute a Hiring Policy Compliance Affidavit.
- Contractors are responsible for subcontractors' compliance.

Failure to Comply

Failure to comply constitutes a non-responsive bid or, where there is a contract, breach.

Date for Compliance Language in Requests for Proposals

Date for Inclusion of Compliance Affidavit in Bid Recommendations

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

Purpose

To require as part of the contracting process that each contractor with which the City enters into a contract search its records and those of its predecessor entity disclosing any records within its possession or knowledge relating to investments or profits from the slave industry, including insurance policies issued to slaveholders that provided coverage for injury, death or loss related to slaves held during the slavery era in the U.S.

Applicability

All contracts for goods or services with the City, whether or not subject to competitive bid.

Affidavit

Must be submitted to the Purchasing Division prior to submission of a contract to City Council or prior to approval.

Voidability for Noncompliance

Failure to comply will render a contract voidable by the Director of the Finance Department.

EXHIBIT H
(ENVELOPE NO. 1 QUALIFICATIONS)
CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: _____

2. Address of Contractor: _____

3. Name of Predecessor Entities (if any): _____

4. Prior Affidavit submission? ____ No ____ Yes, on _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. _____ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

_____ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

_____ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

_____ (Printed Name) _____ (Title)

_____ (Signature) _____ (Date)

Subscribed and sworn to before me
this _____ day of _____

Notary Public, _____ County, Michigan
My Commission Expires: _____

EXHIBIT I

(ENVELOPE NO. 1 QUALIFICATIONS)

_____ DEPARTMENT

RESOLUTION OF AUTHORITY

I, _____, a duly authorized representative of _____, which is authorized and registered to do business in the State of Michigan (the "Company"), DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Directors/Members/Owners of the Corporation duly called and held on _____:

"RESOLVED, That the _____ and _____ and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Company any agreement or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument, or document in connection with any matter of transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that any of the aforementioned representatives of the Company are authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the attached Construction Management Services Agreement between the Detroit Building Authority and the Company and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS WHEREOF, I have set my hand this ____ day of _____, 2018.

Company Representative

COMPANY SEAL (if any)

EXHIBIT J

(ENVELOPE NO. 1 QUALIFICATIONS)
DEBARMENT SUSPENSION AFFIDAVIT

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, being first duly sworn deposes and says as follows:

6. That I am

_____,
(owner, partner, officer, representative, or agent)

of _____, the respondent that has submitted the attached
proposal.

7. That I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
8. That statements in this affidavit apply to bidder's parent, subsidiaries, affiliates, joint venture partner and any person who owns ten (10%) percent or more of the bidder.
9. That the bidder has not been determined to not be responsible by any agency requesting bids or qualifications for a project.
10. That the bidder has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding or contracting.
11. That no government or other public agency has requested or required enforcement of any of its rights under a surety agreement on the basis of the bidder's default or in lieu of declaring bidder in default.
12. That there are no proceedings pending relating to bidder's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract.
13. That bidder is not the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime.
14. That within the past five (5) years, bidder has not refused to testify or to answer any question concerning a bid or contract with any federal, state or local governmental entity, any public

authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath.

15. That bidder has not within the three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.
16. That, if during the term of any contract with _____, bidder determines that any statement in this affidavit is untrue, bidder will promptly disclose in writing and in detail to _____ the facts which cause the statement(s) in this affidavit to be untrue.
17. That if for any reason the affiant cannot truthfully execute this affidavit, bidder will attach to this affidavit a detailed explanation of the reasons for its inability to truthfully execute this affidavit.

Further the affiant saith not.

[COMPANY]

By: _____

Its: _____

Subscribed and sworn to before me this
____ day of _____, 2018

Notary Public, County of Wayne
State of Michigan
My Commission Expires: _____

EXHIBIT K

[INTENTIONALLY OMITTED]

EXHIBIT L
(ENVELOPE NO. 1 QUALIFICATIONS)
FINANCIAL STATEMENTS AFFIDAVIT

Were the financial statements required by and submitted to the surety company that will provide payment and performance bonds for this project solely the financial statements of the Respondent, or were such financial statements inclusive of or supplemented by the financial statements or assets of a parent company, subsidiary company, affiliated company or other guarantor or indemnitor? The Affidavit below is to be submitted in response to this question.

AFFIDAVIT

I, _____, the duly authorized representative of _____, being duly sworn, hereby certify and affirm that the repayment of funds paid on claims on the payment and performance bonds issued for the _____ Project (the "Project") is secured solely by the assets of _____.

If the financial statements submitted to the company's surety company for the Project were inclusive of or supplemented by other companies, guarantors or indemnitors, please list below the name(s) and address(es) of such other company (ies), guarantor(s) or indemnitor(s).

1. _____

2. _____

3. _____

4. _____

Further, the affiant deposes and saith not.

[COMPANY]

By: _____

Its: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2016, by _____, the _____ of
_____ on behalf of said corporation.

_____, Notary Public
_____ County, Michigan
My Commission Expires: _____

EXHIBIT M

AFFIDAVIT OF DISCLOSURE OF INTERESTS BY CONTRACTORS AND VENDORS

Instructions. This disclosure affidavit fulfills requirements of Section 2-106.2 and Section 4-122 of the 2012 Detroit City Charter and Section 2-6-34 of the 1984 Detroit City Code. Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. This disclosure affidavit must be signed and notarized **and filed with the City of Detroit Board of Ethics, Coleman A. Young Municipal Center, 2 Woodward Ave, Suite 1240, Detroit, MI 48226 (City Code § 2-6-34(b)).**

Note: “**Immediate family member**” of a person is that person’s spouse, domestic partner, an individual living in the person’s household, or an individual claimed as a dependent or spouse’s dependent under the Internal Revenue Code. (City Charter § 2-105.A.20; City Code § 2-6-3)

Section 1 - Identity of Contractor/Vendor (City Charter § 2-106.2.2; City Code § 2-6-34)

Provide the complete name of the individual, company or other entity or organization making this disclosure:

Name _____

Street address _____

City _____ State _____ Zip code _____

Telephone _____ Fax _____ Email _____

If the filer is a business entity, print the name, title, and contact information of the authorized individual signing for the business entity:

Name _____ Title _____

Telephone _____ Fax _____ Email _____

Section 2 - Financial Interests in Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-6-34(a)(1), (2))

The above named contractor or vendor or an immediate family member thereof

☐ has (*if checked, complete rest of section below*)

☐ does not have (*if checked, skip to next section*)

a financial interest, direct or indirect, in the following matters that are pending before ☐ the Detroit City Council or ☐ the following office, department or agency of the City _____

Matter _____

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Nature of financial interest _____

Estimated value of the financial interest _____

Section 3 - Interests in Property Subject to Decision by City (City Code § 2-6-34(a)(3))

The above named contractor or vendor or an immediate family member thereof

☐ has *(if checked, complete rest of section below)*

☐ does not have *(if checked, skip to next section)*

an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement, or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name _____

Street Address _____

City _____ State _____ Zip code _____

Telephone _____ Relationship _____

Description of real or personal property _____

Nature of interest _____

Estimated value of the interest _____

Section 4 – Political/Campaign Contributions and Expenditures (City Charter § 4-122; City Code § 2-6-34(a)(4))

☐ The Statement of Political Contributions and Expenditures required by City Charter § 4-122, ¶ 2, is attached as an exhibit to this disclosure affidavit, and is current and accurate as of the date stated therein.

The above named contractor or vendor

☐ is *(if checked, attach most recent report to this disclosure)*

☐ is not *(if checked, skip to next section)*

required to file reports of campaign contributions and expenditures in accordance with other applicable law.

Section 5 - Immediate Family Members Employed by or Seeking Employment with City (City Code § 2-6-34(a)(5))

Please identify any immediate family member who is employed by or making application for employment with the City of Detroit.

If none, check here ☐ and skip to next section; otherwise, complete rest of section below:

Name _____
Street address _____
City _____ State _____ Zip code _____
Phone _____
Nature of relationship to filer _____
Department/agency employed by or seeking employment with _____
Position held or sought _____

Section 6 - Persons with Financial Interest in Contractor's/Vendor's Matters Pending Before City (City Code § 2-6-34(a)(6), (7))

Please identify all persons or entities having a financial interest, direct or indirect, in any matter the contractor or vendor has pending before the Detroit City Council or before any office, department or agency of the City. Complete on additional page(s), if necessary.

If none, check here ☐ and skip to next section; otherwise, complete rest of section below

Name _____
Street Address _____
City _____ State _____ Zip code _____
Contract or matter in which the person or entity named has an interest _____

The above contract or matter is pending before ☐ the Detroit City Council or ☐ the following office, department or agency of the City _____

Nature of financial interest _____
Estimated value of the financial interest _____

Section 7 - Affirmation of Accuracy of Disclosure (City Charter § 2-106.2.3; City Code § 2-6-34(b))

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: _____

Print name: _____

Sworn and subscribed to before me on _____, 20____

[by _____, the _____
[name] [title]

of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: _____

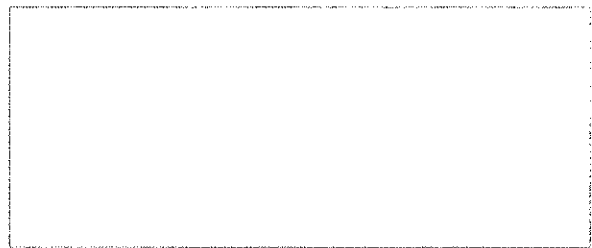
Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County

My Commission Expires: _____

Notary Seal (if desired)



ADDITIONAL INFORMATION

[illegible]

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

“City Charter § 4-122, ¶ 2: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, *et seq.*, made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Section 4-122 of the 2012 Detroit City Charter, you must provide the following information, sign this document, have it notarized, and submit it to the City. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

- In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.
- In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.
- In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.
- In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.
- In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

(A)	(B)	(C)	(D)	(E)
Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have the authority to provide this disclosure on behalf of the entity.

Sign name: _____

Print name: _____

Sworn and subscribed to before me on _____, 20____ [by _____, the _____ of the above named contractor/vendor, an authorized representative or agent of the contractor/vendor].

Sign: _____

Print: _____

Notary Public, _____ County, Michigan,

Acting in _____ County
My Commission Expires: _____

Notary Seal (if desired)

STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES (City Charter § 4-122; City Code § 2-6-34(a)(4))

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REFERENCES FOR DISCLOSURES BY CONTRACTORS AND VENDORS

2012 Detroit City Charter

Sec. 2-105. - Definitions and Rules of Construction.

A. As used in this Charter:

* * *

20. *Immediate family member* means a Public Servant's spouse, domestic partner, individual who lives in the Public Servant's household or an individual claimed by a Public Servant or a Public Servant's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, *et seq.*

* * *

Sec. 2-106.2. - Disclosures.

1. Except as otherwise provided by applicable law, a Public Servant who exercises significant authority shall disclose:
 - a. Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before City Council.
 - b. Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before or within any office, department or agency of the City.
 - c. Any interest that he or she, or an immediate family member has in real and personal property that is subject to a decision by the City regarding purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement or a development agreement.
 - d. Campaign contributions and expenditures, in accordance with applicable laws.
 - e. The identity of any immediate family member employed by the City or who is making application to the City.
2. In addition to compliance with subsection (1) above, contractors and vendors shall disclose:
 - a. The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter the vendor or contractor has pending before City Council.
 - b. The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter the vendor or contractor has pending before or within any office, department, or agency of the City.
3. The above disclosures shall be made in writing and be made by sworn, notarized affidavit, in accordance with City ordinance and applicable laws.

Sec. 4-122. - Approval of Contracts and Disclosure.

The City may not purchase or in any way procure property or the services of independent contractors without approval by resolution of the City Council except as provided by ordinance. Within one hundred eighty (180) days of the effective date of this Charter, the City Clerk shall post on the City's website a list

of all contracts that have been approved by City Council and which are then in effect. The list shall be updated upon the initial approval, amendment or renewal of a contract, as provided herein. The list shall contain: (1) the name of the contractor; (2) a brief description of the goods and/or services being provided; (3) the total dollar amount of the contract; (4) the amount and date of all amendments that result in a change in the contract amount, including change orders; and (5) the purchase order number.

For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("**Statement of Political Contributions and Expenditures**"), as defined by the Michigan Campaign Finance Act, MCL 169.201, *et seq.*, made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.

The contract shall reflect that filing the Statement of Political Contributions and Expenditures shall be a yearly obligation of the contractor for the duration of the contract and shall be filed with all contract renewals and change orders. Each submitted Statement of Political Contributions and Expenditures shall be current up to and including the date of its filing.

The contractual agreement shall also state that the contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided, which shall be attached as an exhibit to the contract and referenced as such in the contract. City Council is prohibited from approving any contract subject to this requirement, or change order related to such contract, unless it is accompanied by the Statement of Political Contributions and Expenditures from the contractor.

1984 Detroit City Code

Sec. 2-6-3 – Definitions.

* * *

Immediate family member means:

- (1) A public servant's spouse; or
- (2) A public servant's domestic partner; or
- (3) An individual claimed by a public servant or a public servant's spouse as a dependent under the United States Internal Revenue Code, being 26 USC 1 et seq.; or
- (4) An individual who lives in the household of a public servant.

* * *

Sec. 2-6-34. - Disclosure of interests by contractors and vendors.

(a) Except as otherwise provided for by applicable law, all contractors and vendors doing business with the City of Detroit shall disclosure *[sic]* the following:

- (1) Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before city council;
- (2) Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before or within any office, department or agency of the city; and

- (3) Any interest that he or she, or an immediate family member has in real or personal property that is subject to a decision by the city regarding purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement or a development agreement.
- (4) Campaign contributions and expenditures in accordance with applicable law;
- (5) The identity of any immediate family member employed by the city or who is making application to the city.
- (6) The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter the contractor or vendor has pending before city council; and
- (7) The identity of all entities and persons with any financial interest, direct or indirect, in an *[sic]* contract or matter the contractor or vendor has pending before or within any office, department, or agency of the city.

(b) All disclosures that are required under subsection (a) of this section shall be made, in writing, on a form that is created by the law department and sworn to in the presence of a notary public. After completion, the form shall be filed with the board of ethics, which shall forward a complete copy of the form to the applicable department director or agency head.

Excerpts from Michigan Campaign Finance Act, 1976 PA 388, MCL 169.201 *et seq.*

169.204 "Contribution" defined.

Sec. 4. (1) "Contribution" means a payment, gift, subscription, assessment, expenditure, contract, payment for services, dues, advance, forbearance, loan, or donation of money or anything of ascertainable monetary value, or a transfer of anything of ascertainable monetary value to a person, made for the purpose of influencing the nomination or election of a candidate, for the qualification, passage, or defeat of a ballot question, or for the qualification of a new political party.

(2) Contribution includes the full purchase price of tickets or payment of an attendance fee for events such as dinners, luncheons, rallies, testimonials, and other fund-raising events; an individual's own money or property other than the individual's homestead used on behalf of that individual's candidacy; the granting of discounts or rebates not available to the general public; or the granting of discounts or rebates by broadcast media and newspapers not extended on an equal basis to all candidates for the same office; and the endorsing or guaranteeing of a loan for the amount the endorser or guarantor is liable. Except for the purposes of section 57, contribution does not include a contribution to a federal candidate or a federal committee.

(3) Contribution does not include any of the following:

(a) Volunteer personal services provided without compensation, or payments of costs incurred of less than \$500.00 in a calendar year by an individual for personal travel expenses if the costs are voluntarily incurred without any understanding or agreement that the costs shall be, directly or indirectly, repaid.

(b) Food and beverages, not to exceed \$1,000.00 in value during a calendar year, that are donated by an individual and for which reimbursement is not given.

(c) An offer or tender of a contribution if expressly and unconditionally rejected, returned, or refunded in whole or in part within 30 business days after receipt.

169.206 "Expenditure" defined.

Sec. 6. (1) "Expenditure" means a payment, donation, loan, or promise of payment of money or anything of ascertainable monetary value for goods, materials, services, or facilities in assistance of, or in opposition

to, the nomination or election of a candidate, the qualification, passage, or defeat of a ballot question, or the qualification of a new political party. Expenditure includes, but is not limited to, any of the following:

(a) A contribution or a transfer of anything of ascertainable monetary value for purposes of influencing the nomination or election of a candidate, the qualification, passage, or defeat of a ballot question, or the qualification of a new political party.

(b) Except as provided in subsection (2)(f) or (g), an expenditure for voter registration or get-out-the-vote activities made by a person who sponsors or finances the activity or who is identified by name with the activity.

(c) Except as provided in subsection (2)(f) or (g), an expenditure made for poll watchers, challengers, distribution of election day literature, canvassing of voters to get out the vote, or transporting voters to the polls.

(d) Except as provided in subsection (2)(c), the cost of establishing and administering a payroll deduction plan to collect and deliver a contribution to a committee.

(2) Expenditure does not include any of the following:

(a) An expenditure for communication by a person with the person's paid members or shareholders and those individuals who can be solicited for contributions to a separate segregated fund under section 55.

(b) An expenditure for communication on a subject or issue if the communication does not support or oppose a ballot question or candidate by name or clear inference.

(c) An expenditure for the establishment, administration, or solicitation of contributions to a separate segregated fund if that expenditure was made by the person who established the separate segregated fund as authorized under section 55.

(d) An expenditure by a broadcasting station, newspaper, magazine, or other periodical or publication for a news story, commentary, or editorial in support of or opposition to a candidate for elective office or a ballot question in the regular course of publication or broadcasting.

(e) An offer or tender of an expenditure if expressly and unconditionally rejected or returned.

(f) An expenditure for nonpartisan voter registration or nonpartisan get-out-the-vote activities made by an organization that is exempt from federal income tax under section 501(c)(3) of the internal revenue code of 1986, 26 USC 501, or any successor statute.

(g) An expenditure for nonpartisan voter registration or nonpartisan get-out-the-vote activities performed under chapter XXIII of the Michigan election law, 1954 PA 116, MCL 168.491 to 168.524, by the secretary of state and other registration officials who are identified by name with the activity.

(h) An expenditure by a state central committee of a political party or a person controlled by a state central committee of a political party for the construction, purchase, or renovation of 1 or more office facilities in Ingham county if the facility is not constructed, purchased, or renovated for the purpose of influencing the election of a candidate in a particular election. Items excluded from the definition of expenditure under this subdivision include expenditures approved in federal election commission advisory opinions 1993-9, 2001-1, and 2001-12 as allowable expenditures under the federal election campaign act of 1971, Public Law 92-225, 2 USC 431 to 457, and regulations promulgated under that act, regardless of whether those advisory opinions have been superseded.

(i) Except only for the purposes of section 57, an expenditure to or for a federal candidate or a federal committee.

(j) Except only for the purposes of section 47, an expenditure for a communication if the communication does not in express terms advocate the election or defeat of a clearly identified candidate so as to restrict the application of this act to communications containing express words of advocacy of election or defeat,

such as “vote for”, “elect”, “support”, “cast your ballot for”, “Smith for governor”, “vote against”, “defeat”, or “reject”.

EXHIBIT N

SECTION 8 – FORM OF DESIGN/BUILD CONSTRUCTION SERVICES AGREEMENT

The Terms and Conditions Stated in the Form of Agreement shall apply to this RFQ/P

DEPARTMENT OF _____

CITY OF DETROIT BUILDING AUTHORITY

DESIGN/BUILD CONSTRUCTION SERVICES AGREEMENT

WITH

THIS AGREEMENT, dated and made effective as of this ____ day of _____, 20____ (hereinafter called the "Agreement"), by and between the CITY OF DETROIT BUILDING AUTHORITY, a public authority and body corporate organized and existing under the authority of Act 31, Public Acts of Michigan, 1948 (First Extra Session), as amended, located at 65 Cadillac Square, Suite 2800, Detroit, Michigan 48226 (herein called the "Authority") and _____, a Michigan _____ located at _____ (hereinafter called the "Contractor").

WITNESSETH:

WHEREAS, the Authority has determined that it is necessary to engage the Contractor to _____ (the "Project"); and

WHEREAS, the services necessary for the implementation of the Project (herein collectively called the "Services") are described in Exhibit A, hereto, and are to be performed in accordance with this Agreement and said Exhibit A; and

WHEREAS, the Contractor has the requisite skills necessary to assist the Authority and represents that it is fully qualified and capable of performing the Services required hereunder upon the terms and conditions hereinafter set forth; and

WHEREAS, the Authority has adopted or will adopt a resolution authorizing the engagement of the Contractor for the Services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I Engagement of Contractor

1.01 The Authority hereby engages the Contractor and the Contractor agrees to perform the Services as set forth in Exhibit A to this Agreement in accordance with the terms and conditions contained in this Agreement.

1.02 The relationship of the Contractor and the Authority shall be that of an independent contractor and no liability or benefits, such as retirement benefits or liabilities, pension rights or liabilities, holiday pay, sick pay, vacation pay, personal injury or property insurance rights or liabilities, or such other rights, provisions or liabilities arising out of a contract of hire or employer/employee relationship either express or implied shall arise or accrue to either party as a result of this Agreement and undertaking.

ARTICLE II Level of Performance, Warranty, Documents and Dispute Resolution

2.01 The Contractor warrants that its performance of the Services set forth in Exhibit A shall be of the highest standard of care and skill executed by expert members of its trade. All of the Services shall be subject to the approval of the Authority or such other representative as may be designated by the Authority.

2.02 The Contractor shall during the term of the Agreement, devote such time, attention, skill, knowledge and ability as is necessary to carry out and perform the Services, as herein required.

2.03 The Contractor warrants and represents that all materials and equipment included in its work hereunder are new, unless otherwise specified, and that the work is of good quality, free from improper workmanship and defective materials and in conformance with design documents for the Project. Any portion of the work that does not conform to the contract documents for the Project, including substitutions not properly approved and authorized, may be considered defective and shall be replaced by the Contractor without cost to the Authority upon discovery by the Authority. The Contractor shall correct defects in materials and/or workmanship for a period of one (1) year from the final completion date of the phase in which such portion of the work is included or final completion of this Agreement, whichever is longer. The Contractor shall collect and deliver to the Authority, in bound and indexed form, all written warranties on materials, equipment and installations. All warranties shall commence on the final completion date of the phase in which such work is included, unless otherwise defined by the contract documents. The Contractor shall warrant by sworn statements and waivers of lien that title to the work invoiced in its progress payment application will pass to the Authority upon receipt of payment by the Authority. The Contractor shall warrant that all completed work covered by an application for payment is free and clear of all liens, claims, security interests, or encumbrances, and that no portions of the work, materials, or equipment has been acquired by the Contractor, or by any other person performing any portion of the work, subject to an agreement under which an interest therein or an encumbrance

thereon is retained by the other person or can be otherwise imposed on the Contractor by such other persons. The Contractor and all subcontractors shall agree that title will so pass upon the Contractor's receipt of payment from the Authority.

2.04 The Contractor agrees to provide copies of any documents furnished to the Authority as part of the Project, if requested by the Authority, to the office of the Mayor of the City of Detroit.

2.05 Unforeseen Site Conditions

2.05.1 If the Contractor discovers one or both of the following physical conditions of the surface or subsurface at the Project site, before disturbing the physical condition, the Contractor shall promptly notify the Authority of the physical condition in writing:

- (a) A subsurface or other latent physical condition at the site differs materially from the condition indicated in the Contract Documents.
- (b) A previously unknown physical condition at Project the site is of an unusual nature differing materially from conditions ordinarily encountered and generally recognized as inhering in work of the character provided for in the Agreement.

2.05.2 If the Authority receives a notice under Section 2.04.1, the Authority shall promptly investigate the physical condition.

2.05.3 If the Authority reasonably determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the Authority's determination shall be made in writing and an equitable adjustment shall be made and the Agreement modified in writing accordingly.

2.05.4 The Contractor cannot make a claim for additional costs or time because of a physical condition unless the Contractor has complied with the notice requirements of Section 2.05.1. The Authority may extend the time required for notice under Section 2.05.1.

2.05.5 The Contractor cannot make a claim for an adjustment under the Agreement after the Contractor has received the final payment under the Agreement.

2.06 In the event that there shall be any dispute between the parties with regard to the extent and character of the Services to be performed, the reasonable interpretation and determination of the Authority or such other representative as may be designated by the Authority shall govern.

2.07 Additional Services

2.07.1 The following services are not included in Services and shall only be performed by the Contractor upon the written request of the Authority, as follows:

2.07.2 Work not included in the Services described in Exhibit A.

2.07.3 Preparation to serve as a witness on behalf of the Authority in connection with any public hearing, arbitration proceeding or legal proceeding in which the Contractor is not a party.

2.07.4 Provision of any other services not otherwise included in this Agreement.

ARTICLE III Contract Term

3.01 The Services to be performed by the Contractor pursuant to the terms of this Agreement shall begin on the date the Authority sends the Contractor a notice to proceed with the Project (the "Effective Date"), and shall be complete not later than _____ from that date, (the Contract Term), unless, the term of this Agreement is otherwise extended in writing by the Authority.

ARTICLE IV Compensation

4.01 The Authority agrees to pay the Contractor for the proper performance of the Services and the Contractor guarantees that it will complete the Services described in Exhibit A hereto for an amount not to exceed _____ and 00/100 (\$_____) Dollars.

4.02 It is understood and agreed by the parties hereto that the fee stated above for performance of Services is inclusive of any and all remuneration to which the Contractor may be entitled and that the Contractor shall not receive any fringe benefits including but not limited to overtime pay, holiday pay, sick pay, vacation pay, retirement benefits, pension benefits and insurance benefits in addition to or in lieu of those expressly stated herein.

4.03 Any additional services requested by the Authority of the Contractor shall be payable as mutually agreed upon in writing between the Authority and the Contractor.

4.03 Requests for progress payments shall be submitted by _____ or by another duly authorized representative of the Contractor to Tyrone Clifton or the current Director of the Authority. At the election of the Authority, the parties shall submit disputes regarding the retention of a portion of progress payments in accordance with MCLA 125.1564(1).

ARTICLE V Method of Payment

5.01 Payment for the proper performance of Services, including installation of equipment required hereunder, shall be made in accordance with the Payment Procedures attached hereto and incorporated herein as Attachment A.

5.02 The Contractor shall receive payment for the proper performance of Services approved by the Authority hereunder, in accordance with Section 5.01 of this Agreement.

ARTICLE VI Assignments

6.01 The parties hereto having acknowledged that this Agreement is based upon the qualifications of the Contractor further agree that the Contractor shall not assign, subcontract or transfer its interest in this Agreement without the prior written consent of the Authority.

ARTICLE VII Events of Default and Remedies

7.01 The following acts and/or omissions shall constitute a default and material breach of this Agreement by the Contractor and shall be deemed an Event of Default if not cured within five (5) business days after written notice of default has been sent by the Authority to the Contractor, provided however, that if the default is such that more than five (5) days are required for a cure, then Contractor shall not be in default if it commences to cure the default within the five (5) day period and thereafter diligently prosecutes the same to completion:

- (a) Failure to comply with any of the material terms and conditions of this Agreement following written notice from the Authority and failure to cure; and/or
- (b) Failure to begin the Services in accordance with the terms of this Agreement; and/or
- (c) If the Contractor, in the judgment of the Authority, is unnecessarily or willfully delaying the performance and completion of the Services; and/or
- (d) The Contractor abandons the Services to be undertaken; and/or
- (e) The Authority reasonably believes that the Services cannot be completed within the time required, where in the Authority's judgment, the delay is attributable to conditions within the Contractor's control; and/or
- (f) The Contractor, without just cause, reduces its personnel to a number which in the judgment of the Authority, is insufficient to complete the Services within a reasonable time and fails to sufficiently increase such personnel when directed to do so by the Authority; and/or

- (g) The Contractor assigns, transfers, conveys or otherwise disposes of this Agreement, in whole, or in part, without prior approval of the Authority; and/or
- (h) Any Authority officer or employee acquires an interest in this Agreement so as to create a conflict of interest; and/or
- (i) The Contractor violates any law, charter provision, ordinance, rule, regulation, governmental order or directive; and/or
- (j) Failure to provide adequate inventory, vehicles, equipment and/or personnel; and/or
- (k) The filing of a voluntary or involuntary petition in bankruptcy or for reorganization or an arrangement, or an assignment for the benefit of creditors, or the adjudication of the Contractor as being bankrupt or insolvent, or the appointment of a receiver of, or for the Contractor if such appointment, adjudication, or similar order or ruling remains in force or unstayed for a period of thirty (30) days, or admit in writing its inability to pay its debts generally as they become due; and/or
- (l) The Contractor's level of performance of the Services, in the reasonable judgment of the Authority falls below the standard of care set forth in Article II hereof and/or
- (m) The Contractor ceases to conduct business in the normal course, and/or
- (n) The Contractor fails to comply with any material terms, conditions and/or obligations of Contractor set forth herein.
- (o) The Contractor fails to pay any labor, tax obligations, fringe benefit funds, insurance premiums, or subcontractor invoices for Services which the Contractor has received payment from the Authority.

7.02 In the Event of Default by the Contractor, the Authority shall be entitled to exercise any and all remedies available at law and/or in equity, including, but not limited to the right to seek and sue for damages, any costs incurred to enforce, or attempt to enforce this Agreement, including reasonable attorneys fees, which enforcement shall not be limited, and may include appeals of any decisions in lower courts, as well as collection efforts thereafter, compensable damages and consequential damages, withhold and retain payment to the Contractor for the purpose of setoff until such time as the exact amount of damages due to the Authority from the Contractor is determined, seek injunctive relief and/or specific performance and such other equitable remedies that are available, as well as effectuate a termination of this Agreement, which may or could give rise to additional damages. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off.

ARTICLE VIII Termination

8.01 The Authority may terminate this Agreement in whole or in part for cause upon giving written notice of termination (herein called "Notice of Termination") to the

Contractor at least fifteen (15) days before the Effective Date of the termination, should the Contractor: 1) fail to fulfill in a timely and proper manner its obligations under this Agreement; 2) violate any of the covenants, agreements, or stipulations of this Agreement; 3) cease conducting business in the normal course by reason of insolvency, bankruptcy or any similar proceedings, whether voluntary or involuntary, filed under any present or future bankruptcy or other applicable law; or 4) admit in writing its inability to pay its debts generally as they become due. The Contractor shall be liable to the Authority for damages sustained by the Authority by virtue of the Contractor's breach and shall be liable for any reasonable costs the Authority might incur enforcing or attempting to enforce this Agreement, including reasonable attorney fees. The Authority may withhold any payment(s) to the Contractor for the purpose of set-off until such time as the exact amount of damages due the Authority from the Contractor is determined. It is expressly understood that the Contractor will remain liable for any damages the Authority sustains in excess of any set-off. If this Agreement is so terminated the Authority may take over the Services, and prosecute the same to completion by contract with another party or otherwise, and the Contractor shall be liable to the Authority for any and all costs incurred by the Authority thereby.

8.02 The Contractor may terminate this Agreement in whole or in part for cause upon giving Notice of Termination to the Authority at least thirty (30) business days before the Effective Date of the termination, should the Authority fail to fulfill in a timely and proper manner its obligations under this Agreement. Other than being liable potentially for the payment(s) expressly set forth in this agreement, or as it has been amended, under no circumstances will the Detroit Building Authority, or any of its employees, representatives or agents be responsible for punitive, incidental or consequential damages arising from the Detroit Building Authority's performance or non-performance of any term(s) of this Agreement."

8.03 The Authority may terminate this Agreement without cause, in whole or in part, for its convenience, at any time, without incurring any further liability whatsoever, other than as stated in this Article VIII, by issuing a Notice of Termination to the Contractor of such termination, specifying the Effective Date thereof, at least fifteen (15) business days prior to the Effective Date of such termination. If this Agreement is so terminated, the Authority will pay the Contractor only for the Services rendered prior to such termination, including any retainage for the Services previously performed. The amount of the payment shall be computed by the Authority on the basis of the Services rendered and accepted by the Authority; any expenses incurred prior to termination; bona fide termination settlement costs reasonably incurred by the Contractor, as determined by the Authority relating to the commitments which had become firm prior to the termination, but only to the extent that the Contractor could not have mitigated the same; and such other costs as, in the judgment of the Authority, represent a fair value of the Services provided, less the amount of any previous payments made. Should the Authority or the Authority's designee undertake any part of the Services which are to be performed by the Contractor, to the extent such Services are being performed by the Authority or its designee, the Contractor shall not be entitled to any compensation for the Services so performed. The parties expressly agree that in no case shall payment under this Section 8.03 exceed the maximum sum payable provisions

in Section 4.01 and any compensation due the Contractor for any duly authorized Amendments hereto increasing the scope of work hereunder. Notwithstanding anything to the contrary, Contractor shall be paid for all labor and equipment manufactured for the use on this project if verified by the Authority and it is not used for another project or job.

8.04 After receipt of a Notice of Termination and except as otherwise directed by the Authority, the Contractor shall:

- (a) Stop work under this Agreement on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional contract funds for payroll costs and other costs beyond such date as the Authority shall specify, and place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under this Agreement as is not terminated;
- (c) Terminate any orders and subcontracts to the extent that they relate to the portion of the work so terminated;
- (d) As of the date the termination is effective, preserve all records and submit to the Authority such records and reports as the Authority shall specify, and furnish to the Authority an inventory of all furnishings, equipment, and other property purchased for the Agreement, (if any), and carry out such directives as the Authority may issue concerning the safeguarding or disposition of files and other property; and
- (e) Submit within thirty (30) days of the Notice of Termination a final report of receipts and expenditures of funds relating to this Agreement, and a list of all creditors, subcontractors, lessors, and/or other parties with which the Contractor has incurred financial obligations pursuant to this Agreement (if any).

8.05 Upon completion or other termination of this Agreement, all finished or unfinished original documents or copies (when originals are unavailable), data, studies, briefs, drawings, maps, models, photographs, files, intermediate materials estimates, memoranda, computations, papers, supplies, recordings, videotapes, notes or other materials (herein collectively called the "Work Product") prepared by the Contractor under this Agreement or in anticipation of this Agreement shall, at the option of the Authority, become its sole and exclusive property, whether or not in the Contractor's possession, free from any claims or retention of rights thereto on the part of the Contractor. The Contractor shall promptly deliver to the Authority upon the Authority's request all of such property and the Authority shall return all the Contractor's properties to it. The Contractor acknowledges that any intentional failure or delay on its part to deliver the Work Product to the Authority will cause irreparable injury to the Authority not adequately compensable in damages and for which the Authority has no adequate remedy at law, and the Contractor accordingly

agrees that the Authority may, in such event, seek and obtain injunctive relief in a court of competent jurisdiction and compel delivery of the Work Product. The Authority shall have full and unrestricted use of the Work Product for the purpose of completing the Project. The Contractor may retain copies of the Work Product at its own expense with the consent of the Authority, which consent shall not be unreasonably withheld.

Should the Authority use such Work Product for any purpose except for the Project without utilizing the services of the Contractor, the Contractor shall have no liability arising out of or in connection with such use, or involving or resulting from such use.

ARTICLE IX Amendments

9.01 The Authority may from time to time consider it in its best interest to change, modify or extend a term, condition or covenant of this Agreement or require changes in the scope of the services to be performed by the Contractor, or require the Contractor to perform additional services. Any such change, addition, deletion, extension or modification, including any increase or decrease in the amount of the Contractor's compensation, which is mutually agreed upon by and between the Authority and the Contractor, shall be incorporated in written amendments (herein called "Amendments") to this Agreement. Such Amendments shall not invalidate this Agreement, nor relieve or release the Contractor and/or Authority from any of its obligations under this Agreement, unless so stated therein. The Contractor shall not be required to perform in accordance with any requested Amendment until Section 9.02 is complied with.

9.02 No Amendment to this Agreement shall be effective and binding upon the parties, unless it expressly makes reference to this Agreement, is in writing and is signed and acknowledged by duly authorized representatives of both parties. No verbal order or instructions shall in any way change or modify this Agreement. No verbal conversation, understanding, or agreement with any officer or employee of the Authority, or any other person, either before or after the execution of the Agreement shall affect or modify any of the terms, conditions or obligations contained herein.

ARTICLE X Conflict of Interest

10.01 The Contractor warrants and covenants that it does not have and that it will not have during the performance of this Agreement, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the Services under this Agreement. The Contractor further warrants and covenants that no officer, commissioner, member or employee of the Authority or any other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect in this Agreement or the proceeds hereof.

ARTICLE XI Confidential Information

11.01 In order that the Contractor may effectively fulfill its obligations under this Agreement, it may be necessary or desirable for the Authority to disclose confidential and proprietary information to the Contractor pertaining to the Authority's or the City of Detroit's (herein called the "City") past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard all information gained as a result of the Services to be performed hereunder as information which is confidential and proprietary to the Authority or the City and not to be disclosed to any organization without the prior written consent of the Authority or the City.

ARTICLE XII Indemnity

12.01 The Contractor agrees to indemnify and hold harmless the Authority and the City against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including without limitation, fees and expenses of attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against the Authority or the City to the degree of fault of the Contractor and its employees, agents, consultants and sub-consultants caused by any of the following occurring during the term of this Agreement:

- (a) Any negligent or tortious act or omission of the Contractor or any of its personnel, employees, agents, consultants or subcontractors, or any entities associated, affiliated or subsidiary to the Contractor now existing or hereafter created, or their agents and employees.
- (b) Any failure by the Contractor, its personnel, employees agents, consultants or subcontractors to perform its obligations, either implied or expressed, under this Agreement.
- (c) Any act, failure to act or misrepresentation by the Contractor or any of its agents, personnel, employees, consultants or subcontractors in connection with the Project.

The Contractor also agrees to hold the City and the Authority harmless from any and all injury to the person or damage to the property of, or any loss or expense incurred by, an employee of the Authority which arises out of the negligent performance by the Contractor or its employees of the Services under this Agreement to the degree of fault of the Contractor.

12.02 In the event any action or proceeding shall be brought against the Authority or the City, or any of their respective agents or employees, by reason of any claims

covered hereunder, the Contractor, upon notice from the Authority, shall at the Contractor's sole cost and expense, resist or defend the same to the degree of Contractor's fault with counsel of the Contractor's choice, provided said counsel is acceptable to the Authority and/or the City.

12.03 The Contractor agrees that it is its responsibility and not the responsibility of the Authority to safeguard the property and materials that any employees, consultants, or subcontractors use or have in their possession while performing under this Agreement. Further, the Contractor agrees to hold the Authority harmless for any loss of such property and materials to the degree of Contractor's fault used by such persons pursuant to the Contractor's performance under this Agreement or which is in their possession.

12.04 The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts or other employee benefit acts. In addition, the Contractor agrees to hold the Authority and the City of Detroit harmless to the degree of Contractor's fault from the payment of any deductible on any insurance policy.

12.05 The Contractor agrees that it will require the same indemnification of the Authority by any consultant or subcontractor it hires in providing the Services to be provided in this Agreement.

12.06 Nothing contained in this Article XII shall be construed to require indemnification by the Contractor to a greater degree than that permitted by Act 165 of the Michigan Public Acts of 1966, being MCLA 691.991.

ARTICLE XIII Insurance

13.01 **Throughout the Contract Term**, the Authority shall procure and maintain at its sole expense the following insurance in the following amounts:

- (a) All-risks property insurance (including comprehensive boiler & machinery coverage) on a full replacement cost basis covering the Project. It is agreed and understood that this coverage will only cover the real and personal property owned by the City, the Authority and their assigns and will not cover any of the property of the Contractor.
- (b) The City and the Authority are self-insured for commercial general liability risks with limits of Two Million and 00/100 (\$2,000,000.00) each occurrence on bodily injury, death or property damage. The Authority's insurance shall be primary and non-contributory to any insurance otherwise carried by the Contractor.

13.02 It is agreed, prior to the execution of this Agreement by the Contractor, that the Contractor shall procure and maintain, and shall provide the Authority with evidence of, the following occurrence based liability insurances in the following amounts:

- (a) Worker's Compensation insurance which meets Michigan Workers Compensation statutory requirements and Employers Liability insurance with limits of \$500,000 for bodily injury by accident for each accident and \$500,000 for bodily injury by disease for each accident. The Contractor agrees that it will obtain a similar covenant with respect to worker's compensation insurance from any subcontractor retained by the Contractor to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Contractor. This insurance is mandatory if the Contractor has employees.

- (b) Commercial General Liability insurance with the following limits.

Each Occurrence Limit	1,000,000
Personal & Advertising Injury Limit	1,000,000
General Aggregate Limit	2,000,000
Products/Completed Operations Aggregate Limit	2,000,000
Damages to Premises Rented to the Contractor's Limit	100,000
Medical Expenses	10,000

- (c) Contractor's Pollution Liability Coverage with limits of Five Million and 00/100 (\$5,000,000.00) Dollars. The Contractor shall keep this insurance in force for at least one (1) year after termination of this Agreement and shall deliver to the Authority a certificate of contractor pollution liability coverage for such one (1) year after such termination.

- (d) Automobile liability insurance covering all owned, non-owned, or hired automobiles with limits for bodily injury and property damage of \$1,000,000 each occurrence. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Contractor.

- (e) The Contractor will provide evidence of Crime insurance coverage, including protection for third parties, with the following limits.

Employee Theft	\$1,000,000
Forgery or Alteration	\$1,000,000

On Premises and In Transit Theft	\$1,000,000
Money Orders and Counterfeit Money	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000

13.03 Contractor agrees to notify the Authority in writing of any material change or cancellation or non-renewal of any of the required policies at least thirty (30) days prior to such material change, cancellation or non-renewal and failure to do so will constitute material breach of this Agreement.

13.04 [INTENTIONALLY OMITTED].

13.05 Unless prohibited by law, the commercial general liability policy maintained by the Contractor hereunder shall name the Authority and the City as additional insureds, but the Authority's insurance shall be primary and non-contributory to any insurance carried by the Contractor.

13.06 The insurance required of all parties to this Agreement shall be written with insurers authorized to do business in the State of Michigan and shall be rated at least A: IX by A.M. Best's Rating Service.

13.07 Notwithstanding anything to the contrary contained in this Agreement, the Authority and the Contractor hereby waive any and all rights of recovery, claim, action or cause of action against the other, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders for any loss or damage to the other's property by reason of fire, the elements, or any other cause which is covered by standard "all risks" property insurance (including comprehensive boiler and machinery coverage), regardless of cause or origin, including negligence of the other party hereto, its agents, employees, officers, directors, venturers, partners, members, servants or shareholders. Each party's property insurance policies shall contain provisions where the insurer waives their right of subrogation against such other party.

ARTICLE XIV

Payment and Performance Bonds

14.01 Contractor agrees to deliver to the Authority prior to the Commencement of Services, payment and performance bonds issued by a corporate surety licensed to transact business in Michigan in amounts equal to one hundred percent (100%) of the cost of Services.

ARTICLE XV

Fair Employment Practices

15.01 In accordance with the United States Constitution and all federal legislation and regulations governing fair employment practices and equal employment

opportunity, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (P.L. 88-352, 78 STAT. 252), and United States Department of Justice Regulations (28 C.F.R. Part 42) issued pursuant to that Title, and in accordance with the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220) the Contractor agrees that it will not discriminate against any person, employee, consultant or applicant for employment with respect to his (her) hire, tenure, terms, conditions or privileges of employment or hire because of his (her) religion, race, national origin, age, sex, height, weight, marital status, or handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against discrimination against itself or its subcontractors.

15.02 The Contractor is required to adhere to City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects," as amended.

15.03 The Contractor shall not discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of this Agreement, with respect to his (her) hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, creed, national origin, age, marital status, handicap, sex or sexual orientation.

15.04 To the extent permitted by law, the Contractor further agrees to take affirmative action to achieve reasonable representation of minority groups and women on its work force. Such affirmative action shall include, but not be limited to the following areas: employment, promotion, demotion or transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and selection for training or education, including apprenticeships. The Contractor shall promptly furnish any information required by the Authority or the City of Detroit Human Rights Department pursuant to this Section.

15.05 The Contractor further agrees that it will notify any subcontractor of its obligations relative to fair employment practices nondiscrimination and affirmative action under this Agreement when soliciting same and will include the provisions of this Article in such subcontract, as well as provide the Authority a copy of any subcontract agreement upon request. The Contractor further agrees to take such action with respect to any subcontract procurement as the Authority may direct as a means of enforcing such provisions, including the aforementioned sanctions for noncompliance.

15.06 Breach of the terms and conditions of this Article XV may be regarded as a material breach of this Agreement.

ARTICLE XVI Personnel, Labor and Staffing

16.01 Contractor agrees to have available at all times during the Contract Term the appropriate levels of competent administrative, supervisory and skilled trade personnel required to perform the Services associated with the Project in a timely, efficient and professional manner and in full cooperation with the Authority.

16.02 Contractor acknowledges that the Authority shall have approval rights with respect to certain Key Personnel (as defined herein) assigned to the Project, and that Contractor shall not remove such Key Personnel without the prior written consent of the Authority, which will not be unreasonably withheld. "Key Personnel" means those personnel identified as key personnel in Contractor's accepted proposal in response to the Authority's request for proposals for this Project.

16.03 Contractor further acknowledges and agrees that the Authority has the right to require the Contractor to remove and replace from the Project any of its direct employees or subcontracted personnel, including skilled trades who, in the reasonable discretion of the Authority, are not performing at the proper skill level or in the best interest of the Authority or are otherwise deemed detrimental to the Authority's service to its customers, patrons, invitees or the public.

ARTICLE XVII Notices

17.01 All notices, consents, approvals, requests, reports and other communications (herein collectively called "Notices") required or permitted under this Agreement shall be in writing and sent by registered or certified mail, postage prepaid and addressed as follows:

If to Authority: City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226
Attention: Tyrone Clifton, Director

with a copy to: Lewis & Munday, P.C.
535 Griswold Street, Suite 2300
Detroit, Michigan 48226
Attention: Reuben A. Munday, Esquire

If to Contractor: _____

Attention: _____

17.02 Notices shall be deemed given on the date of mailing. Either party to this Agreement may change its address for the receipt of Notices at any time by giving Notice

thereof to the other as herein provided. Any Notice given by a party hereunder must be signed by an authorized representative of such party.

ARTICLE XVIII
Representations and Warranties

18.01 Contractor represents and warrants that all of the following statements are true and shall remain true from the Effective Date of this Agreement throughout the Contract Term:

- (a) The Contractor covenants that it is not, and will not become, in arrears to the Authority or the City upon any contract, debt or other obligations.
- (b) The Contractor is fully qualified and capable and has the requisite skills necessary to perform the Services pursuant to the terms and conditions set forth therein.
- (c) Contractor represents and warrants that it has full power to enter into this Agreement, to enter into the obligations described herein, to execute and deliver this as well as any and all other documents to be executed and/or delivered in connection herewith, and to incur the obligations provided for herein, all of which have been duly authorized by all proper and necessary action of the Contractor.
- (d) Contractor represents and warrants that, as of the Effective Date and throughout the Contract Term of this Agreement, Contractor has not been and is not in arrears to the State of Michigan for any debts whatsoever (including, but not limited to, back taxes), nor is or was Contractor in default or in litigation regarding any issues with the State of Michigan, US Federal Government, Wayne County, Oakland County, Macomb County or the City.
- (e) Contractor represents and warrants that it has the necessary financial resources, employees, vehicles and equipment available to provide the Services as required by this Agreement.
- (f) Contractor represents and warrants that it is not, jointly or severally, party to any contract or agreement or subject to any other restriction or unusually burdensome order of any regulatory commission, court, board or agency, which may materially and adversely affect its ability to provide the Services. The execution and performance of this Agreement and the documentation related hereto, will not result in the creation of any other encumbrance or charge upon any asset of Contractor pursuant to the terms of any other agreement. No provisions of any existing mortgage, indenture, contract or agreement affecting Contractor's operations and/or assets is in effect which would conflict with or in any way prevent the execution, delivery or enforcement of the terms of this Agreement.
- (g) To the best of Contractor's knowledge, it has not received any written notice from any governmental authority that the Contractor is now in

- violation of any governmental orders, regulations, statutes or ordinances dealing with the Contractor's operations. In the event any such notice from any governmental authority is received by Contractor between the Effective Date and throughout the Contract Term, which Contractor does not reasonably contest, Contractor shall correct the same at Contractor's expense as promptly as possible.
- (h) Contractor has not entered into any contracts or made any commitments which would bind the Authority as a successor in interest.
 - (i) Contractor has not entered into any other existing agreements which will conflict with its obligations hereunder.
 - (j) To the best of Contractor's knowledge, all documents heretofore and hereafter provided to the Authority are, and shall be complete, true, and accurate in all material respects.
 - (k) Contractor has not contracted for the furnishing of labor or materials which will not be paid in full by Contractor in the ordinary course. Contractor shall indemnify the Authority from all loss, claims, and costs which the Authority may incur from the imposition of construction and/or storage/bailment liens, if any, arising from the acts and/or omissions of Contractor.
 - (l) Contractor has no notice of, and there is no pending or threatened litigation, administrative action or examination, claim or demand whatsoever relating to the Contractor and/or its operations and/or assets, or the Services contemplated herein, before any court or any federal, state or municipal government department, commission, board, bureau, agency or instrumentality thereof, the outcome of which may materially adversely affect Contractor and/or Contractor's ability to perform the Services in accordance with this Agreement.
 - (m) No federal, state or local taxing authority has asserted any tax deficiency, lien, or assessment against the Contractor which has not been paid or the payment for which adequate provision has not been made to the Authority's reasonable satisfaction.
 - (n) That Contractor and the principals and/or partners and/or owners and/or officers of Contractor are citizens of the United States of America as defined in Section 1445 of the Internal Revenue Code.
 - (o) This Agreement, and all related documents will, when executed and delivered by Contractor, be the valid, legal and binding agreements or obligations of the Contractor, enforceable in accordance with their respective terms, having been duly authorized by all requisite corporate action.
 - (p) Contractor has complied with all City applicable clearance and hiring policy requirements, including execution and delivery of a Request for Income Tax Clearance, Vendor Clearance Request, Covenant of Equal Opportunity, Hiring Policy Compliance Affidavit and Slavery Era Records and Insurance Disclosure Affidavit.

- (q) Contractor hereby warrants, represents and covenants with the Authority that each and every warranty, representation, and covenant set forth in this Agreement shall be true for the period from the Effective Date and throughout the Contract Term of this Agreement.

ARTICLE XIX
Miscellaneous

19.01 (a) No failure by the Authority to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right, term or remedy resulting from a breach thereof shall constitute a waiver of any such covenant, agreement, term or condition of this Agreement and the same shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

- (b) Each party reserves and shall have the exclusive right to waive, at its sole discretion, and to the extent permitted by law, any requirement or provision under this Agreement unless such waiver is specifically prohibited. No act by or on behalf of a party hereto shall be, or shall be deemed or construed to be, a waiver of any such requirement or provision, unless the same be in writing, signed by the authorized representative of the party and expressly stated to constitute a waiver.

19.02 If any provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of the Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19.03 This instrument, including Exhibit A, attached hereto, which is a part of this Agreement, contains the entire agreement between the parties and all prior negotiations and agreements are merged herein. Neither the Authority nor the Authority's agents have made any representations except as expressly set forth herein, and no rights or remedies are or shall be acquired by the Contractor by implication or otherwise unless expressly set forth herein. The Contractor hereby waives any defense it may have to the validity of the execution of this Agreement.

19.04 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular article or section or other subdivision.

19.05 All the terms and provisions of this Agreement shall be deemed and construed to be "covenants" and "conditions" as though the words specifically expressing or importing covenants and conditions were used in each separate term and provision.

19.06 The headings and sections in this Agreement are for convenience only and shall not be used to construe or interpret the scope of intent of this Agreement or in any way effect the same.

19.07 The rights and remedies set forth herein are not exclusive and are in addition to any of the rights and remedies provided at law or in equity. The Agreement and all actions arising hereunder shall be governed by, subject to and construed according to the laws of the State of Michigan. The Contractor agrees, consents and submits to the personal jurisdiction of any competent court in Wayne County, Michigan for any action arising out of this Agreement. The Contractor agrees that service of process at the address and in the manner specified in Article 14 will be sufficient to put the Contractor on notice, and the Contractor hereby waives any and all claims relative to such notice. The Contractor also agrees that it will not commence any action against the Authority because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction can be had in the United States District Court, Eastern District, the Michigan Court of Appeals or the State Supreme Court.

19.08 If any affiliate (as hereinafter defined) of the Contractor shall take any action, which, if done by a party, would constitute a breach of this Agreement, the same shall be deemed a breach by the Contractor with right legal effect. "Affiliate" shall mean a "parent," subsidiary or other company controlling, controlled by or in common control with the Contractor.

19.09 It is understood that this is not an exclusive service contract, and that during the term of this Agreement, the Authority may contract with other companies and that the Contractor is free to render the same or similar services to other clients; provided, however, that the Contractor's obligations to the Authority contained in this Agreement will not be affected in any manner.

19.10 Neither party shall be responsible for any loss, damage, detention, or delay caused by labor trouble or disputes, strikes, lockouts, fire, explosion, theft, lightning, wind storm, earthquake, floods, storms, riot, civil commotion, malicious mischief, embargoes, government priorities, or requests or demands of the National Defense Program, civil or military authority, war, insurrection, orders or instructions of any federal, state, or municipal government or any department or agency thereof, acts of God, or by any other cause beyond the reasonable control of either party. Dates for the performance or completion of the work shall be extended by such delay of time as may be reasonably necessary to compensate for the delay.

19.11 For purposes of the hold harmless and indemnity provisions contained in this Agreement, the term "Authority" shall be deemed to include the Detroit Building Authority, the City of Detroit, and all other associated, affiliated, allied or subsidiary entities or commissions, their officers, agents and representatives and employees now existing or hereafter created.

19.12 The Contractor covenants that it is not, and will not become, in arrears to the Authority upon any contract, debt or other obligations to the City, including real property, personal property and income taxes.

19.13 This Agreement may be executed in any number of counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Promptly after the execution hereof, the Authority shall submit to the Contractor a confirmed copy of this Agreement.

19.14. Contractor covenants and agrees that it will complete the Project in a manner consistent with local, state or federal laws, rules or regulations now or hereafter in force and applicable hereto.

19.15. [INTENTIONALLY OMITTED].

19.16 Contractor acknowledges and agrees that the Authority shall be permitted to audit the Contractor's financial records pertaining to the Contractor's performance of this Agreement, which right to audit may be assigned by the Authority to its designee, including the Detroit City Council and the City Auditor General.

19.17 Contractor and each of its subcontractors shall comply with all anti-kickback laws, including the Copeland Anti-Kickback Act (18 USC §874) and is prohibited from inducing, by any means, any person employed in connection with the Project to give up any part of the compensation to which he/she is otherwise entitled. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

19.18 Contractor and each of its subcontractors are prohibited from paying or accepting any bribe in connection with securing this Agreement or in connection with performing under the terms of this Agreement. Contractor shall insert substantially similar language to the language in this Section to ensure compliance by subcontractors with the terms of this Section.

19.19 Contractor shall comply with all federal, state and local statutes, rules regulations and orders applicable to the conduct of the work under this Agreement.

[END OF PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CITY OF DETROIT BUILDING
AUTHORITY, a Michigan public authority
and body corporate

By: _____
Bryan Barnhill

Its: Chairman

By: _____
Christopher T. Jackson

Its: Secretary

a Michigan corporation

By: _____

Its: _____

APPROVED AS TO FORM:

General Counsel, City of Detroit
Building Authority

ATTACHMENT A

PAYMENT PROCEDURES

The Contractor shall submit a cost breakdown of the work for the purpose of developing a schedule of values, as required by the Authority and/or by the funding source's accounting requirements and as required to further breakdown the unit cost in the proposal. The cost breakdown shall, when totaled, equal the total Contract amount for the work. The developed schedule of values shall be incorporated into the Contractor's invoice and used on a monthly basis to determine the amount earned by the Contractor that month. The cost breakdown must meet with the approval of the Authority and may be revised by the Authority at its sole discretion if it reasonably appears unbalanced. The Authority reserves the sole right, and the Contractor acknowledges such right, to withhold progress payments or portions thereof, in amounts judged necessary by the Authority, should the Contractor become in default of any of the terms and conditions of the Agreement.

Procedure for Monthly Payment Applications

1. Before the 25th day of each month, the Contractor will contact the Authority's Project Manager and provide an estimate of the quantities and values of work completed, as projected to the end of the month, so that a value of work completed and earned can be agreed upon.
2. The Contractor must verify quantities and values approved and submit in triplicate the detailed invoice before the 1st day of each month. For each of the line items in the approved cost breakdown, the Contractor shall indicate total charges through the current billing period, total charges through the previous billing period, total charges for the current billing period, quantities and types of units of work performed and the associated unit prices.
3. The monthly payment request shall be in the form of notarized AIA Documents G702 and G703 ("Application for Payment" and the "Continuation Sheet"), together with a spreadsheet of the schedule of values approved by the Authority.
4. A Partial Unconditional Waiver of Lien shall be submitted by the Contractor and its subcontractors to the Authority prior to the Authority processing Contractor's requests for payment. A final unconditional waiver of lien acknowledging payment in full to the Contractor and each subcontractor shall be submitted to the Authority at the time final payment is made.
5. A notarized Contractor's sworn statement, showing that all labor and materials furnished to the date of request have been paid in full shall accompany each monthly invoice.
6. All invoice documents and backup must be clearly identified with the Project name and shall be hand delivered or mailed to:

Donna Rice, Project Manager
City of Detroit Building Authority
1301 Third Street, Suite 328
Detroit, Michigan 48226

7. Requests for payment for extra work items will be accepted only when covered by Change Order (AIA Document G701) to the Agreement and only when submitted in the appropriate format and after written approval by the Authority
8. Payment will not be made for materials stored off of the Project site that have not been inspected and approved by the Authority.
9. Should the Contractor fail to comply with steps (1) through (8), the monthly estimate presented to the Authority may not be honored.
10. No payments shall become due under this Agreement until:
 - a. This Agreement is executed by the Contractor and the Authority.
 - b. Such items as bonds and certificates of insurance are furnished and are satisfactory to the Authority.
 - c. Such time as the Authority receives from its funding source(s) funds for the work performed by Contractor that is properly invoiced by the Contractor.
11. The Authority will pay the Contractor the value of work approved by the Authority, less the applicable retainage for Contractor's invoices that are approved by the Authority in accordance with these payment procedures.
12. Subject to paragraph 13 of these payment procedures, the Authority shall pay the Contractor final payment upon completion by the Contractor of all punchlist items; submission of as-built drawings and operation and maintenance manuals; receipt of consent of the surety; receipt of warranties and guarantees, and upon remittance of final payment from the Authority's funding source to the Authority. Payments shall be subject to a retainage of ten (10%) percent of each payment until such time that the work is fifty (50%) percent complete, after which a retainage of ten (10%) percent of each payment may be continued if the Authority determines that the Contractor is not making satisfactory progress towards substantial completion of the work or for any other reason relating to the Contractor's performance under the Agreement.
13. Acceptance of final payment by the Contractor shall constitute and operate as a release of the Authority and the City of Detroit (the "City") from any and all claims by the Contractor of any liability of the Authority or the City for any act or omission relating to or arising under the Agreement, including any prior omission, negligence or default of the Authority, the City, or any of their officers, employees, agents or contractors. Any claim by Contractor relating to or arising from the Agreement and not otherwise waived by Contractor shall be submitted to the Authority prior to final payment in a verified statement of any and all claims relating to or arising under the Agreement, setting forth with respect to each such claim the total amount

thereof, the various items of labor and materials included therein and the value of each such item, the claim for any delay, the alleged cause of each such delay, the period or periods of time of such delay, giving the dates when the Contractor claims the performance of the work or any particular part thereof was delayed and an itemized statement and breakdown of the amount claimed for each such delay. Unless Contractor's claims are completely submitted as required herein prior to the Authority's final payment to the Contractor, the Contractor will have waived such claims and the right to assert the claims.

EXHIBIT A

SCOPE OF SERVICES

LIST OF ATTACHMENTS

Schedule A – Scope of Services

Schedule B – Facility Improvements

Schedule C – Invoice Format – Rates - Method of Payment

Schedule D – Minimum Insurance Requirements

Schedule E - Payment Bond, Guaranty and Warranty Requirements

Schedule A
Scope of Services

Contractor shall perform the Services in accordance with its accepted Proposal, and shall perform the following basic services:

SCHEDULE A

SCOPE OF CONTRACTOR'S SERVICES AND THE WORK

1. Work cooperatively with the DBA Project Manager.
2. Consult with, advise, assist and make recommendations to the DBA on all aspects of planning for the Project.
3. Review and assist in the preparation of necessary documentation required by any grant regulation applicable to Project funding, if any.
4. Assist and advise the DBA on the selection of professional consultants.
5. Review architectural, civil, mechanical, electrical and structural plans and specifications and advise on the design, selection of systems and materials, and make recommendations with respect to such factors as construction feasibility, suggested economics, availability of materials and labor, time requirements and construction costs.
6. Purchase and expedite long lead-time procurement of equipment, materials, and supplies to ensure delivery by the required dates.
7. Prepare the standard construction contract forms for the Work and prepare all construction documents for execution by the Contractor's Subcontractors.
8. Review the plans, specifications and schedule to eliminate areas of conflict and overlapping jurisdiction among the separate Contractor's Subcontractors on the job so that the Work on the Project may be completed as expeditiously as possible.
9. Obtain the DBA's concurrence on the method to be used for selecting Contractors and awarding contracts.
10. Prepare a mailing list of bidders. Establish bidding schedules and conduct pre-bid conferences to familiarize bidders with the bidding documents and with any special systems, materials or methods. Prepare and place advertisements for bids in publications.
11. Receive bids, prepare a bid analysis, obtain all required clearances such as human rights and City of Detroit income tax, and make award of contracts in consultation with DBA.

12. Develop Contractor interest in the Project and take competitive bids on the Work of the various Subcontractors of the Contractor.
13. Conduct pre-award conferences with successful bidders. Determine the acceptability of Subcontractors and material suppliers proposed by the Subcontractor, in consultation with the DBA.
14. Prepare standard construction contract documents for approval by the DBA and for execution by the Contractor's Subcontractors.
15. Implement the Contractor's equal employment opportunity policy as delineated in Article XIII herein, by developing and formulating bid packages in an effort to maximize opportunities for minority contractors and suppliers to participate in the Project.
16. Develop a project time schedule for each separate item of work in the Project and a master time schedule for the entire Project, which coordinates and integrates the Contractor's services with construction schedules. Update the Project time schedule incorporating a detailed schedule for the construction operations of the Project, including realistic activity sequences and duration, allocation of labor and materials, processing of shop drawings and samples, and delivery of products requiring long lead-time procurement. Include the DBA's occupancy requirements showing portions of the Project having occupancy priority.
17. Maintain a list of personnel to be stationed at the Project site and at the Contractor's main office. The Contractor shall notify the DBA in writing and obtain approval from the DBA within thirty (30) days of any changes in personnel on said list. All personnel engaged in the Work shall be supervised by the Contractor's project manager; and site operations shall be supervised by the Contractor's project superintendent.
18. Monitor the work of all of its contractors and coordinate the Work with the activities and responsibilities of the DBA and complete the Project in accordance with the Contract Documents, including but not limited to those concerning the project cost, time and quality.
19. Maintain a competent full-time staff at the Project site to coordinate, monitor and provide direction of the Work and progress of its Subcontractors on the Project.
20. Establish on-site organization and lines of authority in order to expeditiously complete the Project.
21. Establish and implement procedures for coordination among the DBA Projects, DBA Project Manager, its contractors and Contractor with respect to all aspects of the Project.
22. Schedule, conduct and document in writing all progress meetings deemed necessary by the DBA at which the Contractor's Subcontractors contractors, the DBA, the DBA Project Manager and the Contractor may discuss such matters as procedures, progress, problems and scheduling.

23. Provide regular monitoring of the schedule as construction progresses. Identify potential variances between scheduled and probable completion dates. Review the schedule for work not started or incomplete and recommend to the DBA and Contractor's Subcontractors adjustments in the schedule to meet the probable completion date. Provide summary reports of each monitoring and document all changes in the schedule.
24. Determine the adequacy and ability of its Subcontractors' personnel and equipment and the availability of materials and supplies to meet the schedule. Recommend courses of action to the DBA when requirements of a Contract are not being met.
25. Provide all supervision, labor, materials, construction equipment, tools and trade contract items necessary for the completion of the Project provided by either its Subcontractors or the DBA. Contractor shall not, however, perform any of the Work with his own forces.
26. Observe the Work of its Subcontractors to assure work is being performed in accordance with the requirements of the Construction Documents. Inspect the work of Subcontractors for defects and deficiencies in the Work. Protect the DBA against defects and deficiencies in the Work. The Contractor shall have the right to stop the Work or reject work of any Subcontractor, or any portion thereof that does not conform to the Contract Documents, and require special inspection or testing of any work, whether or not such Work is then fabricated, installed or completed.
27. Develop and monitor an effective system of Project cost control. Revise and refine the line item estimates in the cost of the Project as it is affected by the construction cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Identify variances between actual and budgeted or estimated costs and advise the DBA whenever projected costs exceed estimated line item prices.
28. Maintain cost accounting records on authorized Work performed under unit costs, actual costs for labor and material, or other bases requiring accounting records. Afford the DBA access to these records and retain such records for a period of seven (7) years after final payment. After the period of seven (7) years, these records shall be turned over to the DBA.
29. Develop and implement a system for the preparation, review and processing of change orders. Recommend necessary or desirable changes to the DBA, review requests for changes, submit recommendations to the DBA, and assist in negotiating change orders.
30. Develop and implement a procedure for review, processing and payment of applications by Subcontractors for progress and final payments.
31. Assist the DBA in obtaining all building permits and special permits for permanent improvements, excluding permits for inspection or temporary facilities required to be obtained directly by the various Subcontractors.

32. If requested by the DBA, assist the DBA in selecting and retaining, or retain directly with the DBA's approval, the professional services of a surveyor, testing laboratories and special consultants, and coordinate these services.
33. Consult with the DBA and the DBA Project Manager, any Subcontractor requests interpretations of the meaning and intent of the drawings and specifications, and assist in the resolution of any questions which may arise.
34. Review the safety programs of the Subcontractors and make appropriate recommendations. Conduct the Design/Build Services hereunder, and ensure that any contracts the Contractor enters into pursuant to this Agreement, are conducted in compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work. The performance of such services by the Contractor shall not relieve the Subcontractors of responsibility for safety of persons and responsibility for safety of persons and property, and for compliance with all federal, state and local statutes, rules, regulations and orders applicable to the conduct of the Work.
35. Allow access to the Project, upon reasonable notice, at all times by the DBA, its agents and representatives.
36. Establish and implement procedures for expediting the processing and approval of shop drawings and samples. The Contractor shall furnish copies of all drawings and specifications necessary for the execution of the Work.
37. Record the progress of the Project. Submit written monthly progress reports to the DBA including information on Subcontractors' Work, the percentage of completion, and the number and amount of change orders. The Contractor shall keep a daily log at the job site available to the DBA.
38. Maintain at the Project site on a current basis: records of all necessary contracts, drawings, samples, purchases, materials, equipment, maintenance and operating manuals and instructions, and other construction related documents, including all revisions. Obtain data from Subcontractors and maintain a current set of record Drawings, Specifications and operating manuals.
39. Determine substantial completion of the Work or designated portions thereof, and prepare for the DBA a punchlist and a schedule for completion of each item. After the DBA Project Manager certifies the Substantial Completion Date, the Contractor shall supervise the correction and completion of the Work.
40. With the DBA's maintenance personnel, direct the checkout of utilities operational systems and equipment for readiness and assist in initial startup and testing.
41. Determine final completion.

42. Warrant that all materials and equipment included in Work performed by Subcontractors under contract with the Contractor are new unless otherwise specified, and that such Work is of good quality, free from improper workmanship and defective materials and in conformance with Plans and Specifications. All Work not conforming to these requirements, including substitutions, not properly approved and authorized may be considered defective. With respect to the same Work, the Contractor further agrees to correct all work defective in materials and workmanship for a period of one (1) year from the Substantial Completion Date or for such longer periods of time as may be set forth with respect to specific warranties contained in the trade sections of the Specifications. The Contractor shall collect and deliver to the DBA any specific written warranties given by others. All warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work.
43. The Contractor hereby warrants that title to all Work, materials and equipment covered by an application for payment shall pass to the DBA, either by incorporation in the construction or upon receipt of payment by the Contractor, whichever comes first, free and clear of all liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an application for payment will have been acquired by the Contractor or by any other person performing his Work at the Project site or furnishing materials and equipment for his Work, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. All Subcontractors shall agree that title shall so pass upon receipt of payment from the Contractor.
44. Maintain copies of the job progress schedule at the Project site to reflect current conditions and provide copies to the DBA with periodic reports as to deviations from the schedule, causes of deviations, and corrective action taken.
45. Review and process all applications by Subcontractors for progress payments and final payments and make payments to Subcontractors.
46. The Contractor shall in all respects cooperate with the DBA, and keep the DBA's Director or other representative designated by the DBA informed as to the progress of the day to day services performed by the Contractor. In the event that there shall be any dispute between the cooperating parties with regard to the extent and character of the Services to be performed, the decision of the Director of the DBA shall govern.
47. The Contractor shall perform no Work with its own forces and all Work shall be performed under contracts with Subcontractors. The Contractor shall request, receive and review proposals from Subcontractors in consultation with the DBA in accordance with the agreed upon procedure. Except with respect to contracts relating to the identification and removal of hazardous waste, the Contractor shall be entitled to award all contracts, provided that all applicable affirmative action and labor standards requirements are met.
48. All contracts with Subcontractors shall be directly between the Contractor and the Subcontractors. The form of all such contracts, including the general and supplementary

general conditions thereto, shall be determined by the Contractor but shall not be inconsistent with the Contract Documents, provided that all such contracts shall contain or incorporate all requirements of the Occupational Safety and Health Act of 1970 (P.L. 91-596, 84 Stat. 1590; 20 U.S.C.A. 651 et. seq.), as amended, all necessary affirmative action, fair employment and labor reporting standards provisions mandated by this Agreement or by the legitimate requirements of any governmental body or agency providing financing for the Project.

49. Nothing contained in the Contract Documents shall be deemed to create any contractual relationship between the DBA and/or the City and any of the Subcontractors (any contractual relationship between the Contractor and any Subcontractor shall arise solely from and by virtue of an express contract between such parties), nor shall anything in the Contract Documents be deemed to give any third party any claim or right of action against the DBA and/or the City under the Contract Documents.

Schedule B
Facility Improvements

To be incorporated based on the accepted Proposal

Schedule C
Invoice Format – Rates - Method of Payment

The DBA shall issue payment to the Contractor for the proper performance of Services required hereunder within forty-five (45) days of receipt of an acceptable application for payment from Contractor.

1. The DBA Project Manager will review all Applications for payment. An advance copy of the application for payment for each month shall be submitted to the DBA by the Contractor on or about the 25th day of the prior month. This advance copy will be reviewed by the Contractor and the DBA on or about the 27th day of the prior month for their information only. The monthly application for payment will be submitted by the Contractor on or about the first day of the month in which payment will be due. The DBA Project Manager will certify to the DBA the amounts to be paid pursuant to the final application for payment within ten (10) days of receipt of same. Such amount as the DBA Project Manager may certify for payment shall be payable by the DBA not later than forty-five (45) days following the submission of the final application for payment by the Contractor. Notwithstanding anything herein to the contrary, all such payments for each phase, or designated portion thereof, if any, shall be subject to a retainage of ten (10%) percent until such time as the Work for such phase shall be fifty (50%) percent complete, after which, no additional retainage will be taken out. However, a retainage of 10% may be continued on all additional payments if the DBA reasonably determines that the Contractor is not making satisfactory progress towards substantial completion of the Work for any other reason relating to the Contractor's performance under the Contract Documents. There shall be no retainage of the professional fee and general conditions items. Pursuant to Act No. 524 of the Michigan Public Acts of 1980, all disputes regarding the DBA's right to retain funds as herein described shall at the option of the DBA be submitted to an agent, as that term is defined in the aforementioned Public Act, for resolution. All retained funds held by the DBA shall be deposited with a regulated financial institution in the State of Michigan in a separate interest bearing account; however, the DBA is not required to deposit retained funds in an interest bearing account if the retained funds are to be provided under a State or Federal grant and the retained funds have not been paid to the DBA.
2. In taking action on the applications for payment, the DBA Project Manager shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to have approved the Work on behalf of the DBA or represent to have made audits of the supporting data, exhaustive or continuous on-site inspections or examination to ascertain how or for what purposes the Contractor has expended funds previously paid pursuant to the Contract Documents.

3. Final payment, constituting the entire unpaid balance of the cost of the work and the fixed professional fee shall be paid by the DBA to the Contractor within sixty (60) days after the final completion date for the Work, unless otherwise stipulated in the certificate of substantial completion. If, on the substantial completion date, there should remain minor items to be completed as identified by the Contractor and reviewed and approved by the DBA Project Manager the Contractor shall deliver, in writing, its unconditional promise to complete such items within a reasonable time thereafter. The DBA may retain a sum equal to 110% of the estimated cost of completing any unfinished items as determined by the DBA Project Manager. Thereafter, the DBA shall pay to the Contractor, monthly, the amount retained for such incomplete items as each of said items is completed based upon an application for payment in accordance herewith.
4. The Contractor shall submit to the DBA and DBA Project Manager with each application for payment its sworn statement that the Work covered by the application for payment has been completed, and such information and documents relating to the Work and payment therefor as the DBA shall request. Except for final payment on the Project, unconditional waivers of lien from the Contractor and each Subcontractor shall be obtained and submitted to the DBA by the Contractor no later than fifteen (15) days after payment is made.
5. Retainages held by the DBA relating to any portion of the Work as the DBA in its sole discretion may determine may be released upon the written recommendation of the DBA Project Manager.
6. If the Work is suspended for more than three (3) months or abandoned through no fault or negligence of the Contractor, the Contractor shall be paid the fixed professional fee for that portion of the Work performed and approved prior to such suspension or abandonment of the Work, together with the Cost of the Work then due. If the Work is resumed after being suspended for more than three months, the cost of the project, fixed professional fee, the substantial completion and/or final completion date may be adjusted.
7. If construction of the Project has started and is delayed by reason of: (i) any act or neglect of the DBA; (ii) by any separate contractor employed by the DBA; (iii) by changes in the work; (iv) by labor disputes, fire, unusual delay in transportation, adverse weather conditions or unavoidable casualties provided that such events are not reasonably anticipatable by the Contractor; or (v) by delay authorized by the DBA pending litigation or arbitration; then in any of such events the DBA may extend the Substantial Completion Date and/or the Final Completion Date to the extent of any such delay. The DBA shall reimburse the Contractor for increases in the cost of the work directly attributable to the delay, and an appropriate adjustment may be made to the fixed professional fee to reflect the increased costs resulting from such delays; provided, however, that any such delay materially affects the substantial completion or final completion dates, the cost of the work, and/or the fixed professional fee, as the case may be. Upon direction by the DBA, the Contractor shall reduce the size of its Project staff after a thirty (30) day delay, or sooner if requested by the DBA, for the remainder of the delay period.
8. If the Contractor concludes that: (a) any work ordered to be completed as Work by the DBA Project Manager, is extra work and not Work required under this Agreement, (c) any

determination or order of the DBA violates the terms and provisions of this Agreement, the Contractor shall promptly notify the DBA in writing of its contentions with respect thereto and request a final determination thereof.

9. Such determination of the DBA Project Manager shall be given in writing to the Contractor. If the DBA Project Manager determines that the work in question is extra work and not Work, or the determination or order complained of requires performance by the Contractor beyond that required by the Construction Documents or violates the terms and provisions of the Agreement, thereupon the DBA Project Manager shall cause either (a) the issuance of a written order by the DBA covering the extra work, or (b) the determination or order complained of to be rescinded or so modified so as to not require performance beyond that required by or so as not to be in violation of the terms and provisions of the Agreement.
10. If the DBA Project Manager determines that the work in question is Work required under this Agreement and not extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by this Agreement or that the work in question does not violate the terms and provisions of the Agreement, the DBA Project Manager will direct the Contractor to proceed and the Contractor must promptly comply. However, in order to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within ten (10) days after receiving the DBA Project Manager determination and direction, notify the DBA Project Manager in writing that the work is being performed, or that the determination and direction is being complied with under protest.
11. If the Contractor fails to so appeal to the DBA Project Manager for a determination or, having so appealed, should the Contractor thus fail to notify the DBA Project Manager in writing of its protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefor. No oral appeals or oral protests, no matter to whom made, shall be deemed even substantial compliance with the provisions of this Section.
12. If the Contractor shall claim to be sustaining damages by reason of any acts or omissions of the DBA, its officers, or employees, the Contractor shall within five (5) days after such acts or omissions occur, notify the DBA in writing with a copy to the DBA Project Manager, except that if the claim is of a continuing character and the notice of claim is not given within the five (5) days of its commencement, the claim will be considered only for a period commencing two (2) days prior to the receipt by the DBA of the notice thereof. Within ten (10) days after the date of notification, or within such additional time as may be granted in writing by the DBA Project Manager upon the Contractor's written request therefor, the Contractor shall submit to the DBA Project Manager verified detailed statements of the damages sustained together with documented evidence of such damages. On failure of the Contractor to fully comply with the foregoing provisions, such claims shall be deemed waived and no right to recover on such claims shall exist.
13. In addition to the foregoing statements, the Contractor shall, upon notice from the DBA, produce for examination at the Contractor's office, for the representatives of the DBA all books of record, showing all acts and transactions in connection with or relating to or arising by reason of this

Agreement. At such examination, a duly authorized representative of the Contractor may be present.

14. Unless the aforesaid statements shall be made and filed within the time aforesaid and the aforesaid records submitted for examination, the DBA shall be released from all claims arising under, relating to, or by reason of this Agreement, except for the sums certified by the DBA to be due under the provisions of this Agreement. It is further stipulated and agreed that no person has power to waive any of the foregoing provisions, and that in any action against the DBA or City to recover any sum in excess of the sums certified by the DBA to be due under or by reason of this Agreement, the Contractor must allege in its complaint and prove, at trial, compliance with the provisions of this Section.
15. In connection with the examination provided for herein, the DBA, upon demand therefor, will also produce for inspection by the Contractor, such records as the DBA may have with respect to such disputed work or work performed under protest pursuant to order of the DBA, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

Schedule D
Minimum Insurance Requirements

Contractor and any Subcontractors shall, at its own expense, secure and deliver to the DBA, and shall keep in force at all times during the Term of this Agreement, the following minimum insurance policies ("Minimum Insurance Requirements"):

- (a) Commercial General Liability insurance policy, covering the operations, products and completed operations of the Contractor, including but not limited to its services, with limits for bodily injury and property damage (including damage to the Work) of at least Two Million Dollars (\$2,000,000.00) each occurrence; products-completed operations aggregate and general aggregate with an Excess Liability (umbrella) coverage not less than \$5,000,000.00.
Coverage shall be written on an occurrence basis and shall include the following coverages: (a) products liability and completed operations coverages, (b) contractor's protective liability protecting against claims arising out of the acts and operations of independent contractors; and (c) coverage for business income of the DBA that could be lost in the event DBA's operations are temporarily interrupted as a result of the negligent or wrongful conduct of Contractor; and
- (b) Automobile liability insurance for all owned, non-owned, or hired automobiles utilized by Contractor, with a combined single limit for bodily injury and property damage (CSL) of at least Two Million Dollars (\$2,000,000).
- (c) Workers Compensation insurance for all of Contractor's Employees (and its Subcontractors where such contractors do not carry such insurance) with statutory limits required by the State of Michigan where the Services are to be performed and employer's liability coverage with limits of at least \$500,000 /\$500,000/\$500,000.

The certificate shall name the Detroit Building Authority and the City of Detroit as "additional insured" for the coverages in (a) and as "Loss Payee" with respect to property coverage, if applicable.

Subcontractors: If a supplier subcontracts any of the Work/Services, the supplier/Subcontractor must provide DBA with the identity of each Subcontractor, a description of the work to be performed by each Subcontractor and proof that each Subcontractor has in force, the insurance coverages and limits required above.

Waiver of Subrogation

To the extent commercially reasonable, the DBA and Contractor waive all rights against each other, the City and any and all Subcontractors for damages caused by perils covered by insurance provided hereunder except such rights as they may have to the proceeds of such insurance held by the DBA and Contractor as trustee. The Contractor shall require similar waivers from any and all Subcontractors. The DBA and Contractor waive all rights against each other, the City and any and all Subcontractors for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all Subcontractors. If the policies of insurance referred to in this Article require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owners of such policies will cause them to be so endorsed.

Schedule E
Payment Bond, Guaranty and Warranty Requirements

The Contractor shall be required to provide a Performance and Payment Bond for 100% of the not-to-exceed value of this Agreement.

Fully executed original copies of the Performance and Payment Bond in the form acceptable to the DBA must be received by the DBA prior to the performance of the Services at the Facility.

The cost of the bond is included in the not-to-exceed amount of this Agreement.

The Contractor shall warranty the performed Services for a period of one year from the time of the provision of the Service and shall resolve all issues or repairs to the satisfaction of the DBA. The warranty period for any performed Service that fails due to workmanship or the fault of the Contractor shall continue for a period of one year after the last required repair made during the initial warranty period.